The Bombay Gazette.

No. 6,249.—New Series. BOMBAY:—THURSDAY, FEBRUARY 22, 1866. Annual Subscription in advance...Rupees Fifty-Two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For a year in advance, delivered in Town, including postage	Rs.	52 0
For half a year in advance, delivered in Town, including postage	,,	28 0
For three months advance, delivered in Town, including postage	,,	16 0
For one month, delivered in Town, including postage	,,	6 0
Single Copy for Cash	,,	0 4
Back Numbers	,,	0 8

TERMS FOR ADVERTISING.

Ten lines and under	Rs.	4 0
Repetition	,,	2 0
First insertion, each line	,,	0 6
Second insertion	,,	0 4
Third and succeeding insertions	,,	0 2
Domestic Occurrences each	,,	1 0

DOMESTIC OCCURRENCES.

The charge for notifying a Domestic Occurrence is One Rupee.

BENGAL.

BIRTH.

HODGES—February 12th, at 19, Theatre Road, Calcutta, the wife of Mr. J. J. Hodges, of a son.

SCHALCH—February 13th, at 1-1, Theatre Road, Calcutta, the wife of Vernon H. Schalch, of a daughter.

DEATH.

HAYES—February 14th, at Calcutta, Margaret, wife of Charles Hayes, Esq., House Surgeon of the Medical College Hospital.

MADRAS.

BIRTH.

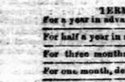
HAYNE—February 12th, at Coonoor, the wife of J. H. Hayne, Esq., of a son.

DEATH.

RICHARDSON—February 12th, at Palavaram, of consumption, Eliza, the beloved wife of Sergeant T. Richardson, aged 27 years and 8 months.

SHIPPING.

STEAM COMMUNICATION WITH THE PERSIAN GULF.



THE British India Steam Navigation Company (Limited), under mail contract with Government, despatch a Steamer from Bombay to the Persian Gulf every month as follows, touching at Muscat, at Bunder Abbas, Bushire, and Bussorah on the following dates:—

Leave Bombay	3rd	Leave Bussorah	17th
,, Muscat	7th	,, Bushire	19th
,, Bunder Abbas	11th	,, Muscat	23rd
,, Bushire	14th	,, Bunder Abbas	26th
Arrive Bussorah	16th	Arrive Bombay	28th.

The Steam Ship "SONAKHAN," Lieut. H. P. Dr. McCALLUM, Commander, will be despatched as above on 3rd March, calling at Linga. W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

Interchanging Cargo at Kurrachee by the first available Steamer to and from Sukkur, Mooltan, Lahore and Umritsar, with the Oriental Inland Steam Company's Steamers.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch a Steamer with mails, passengers, and cargo to Kurrachee twelve hours after arrival of the P. and O. Company's Mail steamers from Suez.

DATES OF DEPARTURE.

From Bombay usually about	11th and 25th.
Kurrachee on	16th and 25th.

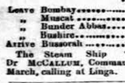
The steam ship "KURRACHEE," 700 tons, 140 H. P., A. COTZEE, Commander, will be despatched as above, twelve hours after the arrival of the mail steamer from Suez.

N. B.—When the English Mail arrives betwixt 6 P. M. and 6 A. M., the Kurrachee Steamer sails punctually twelve hours after, but when it arrives betwixt 6 A. M. and 6 P. M. she is despatched at 7 the following morning; thus is to avoid Passengers embarking at night. When the sailing time falls upon a Sunday, the Steamer is despatched at 7 A. M. on the Monday morning.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

(Interchanging by the Steamer of the First, Passengers and Cargo at Galle, and from Singapore, Batavia, Hongkong, Shanghai, and Yokohama.)



THE British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above twice a month, with Mails, Passengers and Cargo, on the following dates:—

Leave Bombay	1 & 15	Leave Calcutta	1 & 15
,, Carwar	2 16	,, Bimlipatam	4 18
,, Mangalore	3 17	,, Vizagapatam	5 19
,, Cannanore	4 18	,, Coconada	6 19
,, Calicut	4 18	,, Masulipatam	6 20
,, Cochin	5 19	,, Madras	8 24
,, Tuticorin	20	,, Negapatam	11 25
,, Colombo	21	,, Galle	13
,, Galle	7	,, Colombo	14 28
,, Negapatam	10 24	,, Tuticorin	21
,, Madras	11 25	,, Cochin	16 31
,, Masulipatam	16 1	,, Calicut	16 31
,, Coconada	17 2	,, Cannanore	17 2
,, Vizagapatam	18 3	,, Mangalore	18 3
,, Bimlipatam	18 3	,, Carwar	19 4
Arrive Calcutta	20	Arrive Bombay	20 5

* Morning. † Evening.

The steam ship "PUNJAUB," 1,040 tons, 250 H. P., C. DAY, Commander, will be despatched as above, on 1st March, at noon.

The Steamers leaving Calcutta and Bombay on the 15th of the month, call at Tuticorin and Galle, and the Steamers of the 1st at Galle, as above, interchanging Passengers and Cargo with the French Company's Steamers.

This route is the most expeditious and economical for passengers or the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

Passengers for Calcutta can take the same route, picking up the steamer at Madras.

Passengers for Rangoon, Akyab, or Moulmein can proceed by the Steamers of the 15th, and transhipp to the Rangoon Mail Steamer which leaves Madras on the 3rd.

W. NICOL & Co., Agents.

BOMBAY, COAST, AND RIVER STEAM NAVIGATION COMPANY (LIMITED).

THE Bombay Coast and River Steam Navigation Company (Limited) will, until further notice, despatch Steamers ONCE A WEEK to and from the MALABAR COAST, calling at the intermediate Ports, on the following days:—

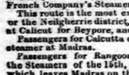
Down Steamers.		Up Steamers.	
Bombay	Dep. Saturday.	Cochin	Dep. Saturday.
Rutnagherry	,, Sunday.	Beypore	,, Sunday.
Vingoria	,, Sunday.	Calicut	,, Sunday.
Goa	,, Monday.	Tellicherry	,, Monday.
Carwar	,, Monday.	Cananore	,, Monday.
Cumpta	,, Tuesday.	Mangalore	,, Tuesday.
Mangalore	,, Tuesday.	Cumpta	,, Wednesday.
Cannanore	,, Wednesday.	Carwar	,, Wednesday.
Tellicherry	,, Wednesday.	Goa	,, Wednesday.
Calicut	,, Wednesday.	Vingoria	,, Thursday.
Beypore	,, Wednesday.	Rutnagherry	,, Thursday.
Cochin	,, Arr. Thursday.	Bombay	Arr. Friday.

The Steamer "TILLY," will be despatched in accordance with the above table on SATURDAY, the 24th instant, at 2 P. M.

J. A. SHEPHERD, Manager.

Elphinstone Circle, 19th January 1865.

STEAM TO AND FROM MANDAVEE.



THE Bombay Coast and River Steam Navigation Company (Limited) will despatch a Steamer from Bombay to Mandavee on the 1st, 10th and 20th of every month, and from Mandavee to Bombay on the 6th, 16th and 26th of every month:—

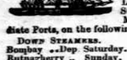
Calling at Varavul, Mangarole, Fore Bunder, Dwarka,

each way. For Freight or Passage apply at the Office of the Manager.

J. A. SHEPHERD, Manager.

Elphinstone Circle, Bombay, 19th November 1865.

STEAM TO GOA ONCE A WEEK, CALLING AT HURNEE, UNJEDIVE, JYGHUR, RUTNAGHERRY, JYTAPORE, MALWAN AND VINGORLA EACH WAY.



THE Bombay Coast and River Steam Navigation Company (Limited) will despatch their new and fast paddle wheel Steamer "KARANJAH," every WEDNESDAY, calling at the above Ports each way; and leaving Goa every SATURDAY.

For Freight or Passage apply at the Company's Office.

J. A. SHEPHERD, Manager.

Bombay, Elphinstone Circle, 19th January 1866.

STEAM TO ADEN, HODEIDAH, JEDDA, AND SUEZ.

THE Bombay Coast and River Steam Navigation Company (Limited) will despatch the Steam-ship "SIR BARTLE FRERE," as above on the 5th February.

For Freight or Passage (Natives only) apply at the Office of the Company.

J. A. SHEPHERD, Manager.

Bombay, Elphinstone Circle, 19th January 1866.

FOR VARAVUL, MANGAROLE, AND PORE BUNDER.

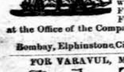
THE well-known and fast sailing Steamer "SIR J. R. CARNAC," Captain S. LOVETT, will leave for the above Ports on FRIDAY, the 23rd instant, at 8 A. M., positively.

It is requested that Passengers will not go on board without a Shipping Order from the Office.

For Freight or Passage apply at the Office, Bazar Gate Street, Fort.

FOR LIVERPOOL.

(To sail about 25th proximo)



THE favourite Iron Clipper ship "EVELYN," 1178 tons register, JOHN BOAG, Commander. This fine Vessel has superior accommodation for Passengers and will be despatched as above. For Freight or Passage apply to

Bombay, 30th January 1866. W. NICOL & Co.

FOR LIVERPOOL.

To sail by the end of this month.

THE new first-class Ship "BRITISH PEER," GARRATT, Commander, has excellent accommodation for a few Passengers. For particulars apply to

RITCHIE, STEUART & Co., Agents for Captain Garratt.

Bombay, 16th February 1866.

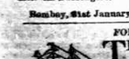
FOR LIVERPOOL.

THE Iron Ship Company's (Ld.) new and magnificent ship "HYDRABAD," (considered by competent judges the finest merchant ship afloat), J. HARLEY, R.N.R., Commander, to sail about the 20th March, has very superior accommodation for Passengers. For Freight or Passage apply at the Company's Office.

J. A. SHEPHERD, Manager.

Elphinstone Circle, 5th Feb. 1866.

FOR LIVERPOOL.



THE BOMBAY SHIPPING COMPANY (LIMITED).—NOTICE.—The new Iron Ship "COWASJEE JEHANGHEER," KENNY, Commander, will sail about the 25th February. This Vessel has excellent accommodation for Passengers.

BITCHIE, STEUART & Co., Secretaries and Treasurers.

Bombay, 31st January 1866.

FOR CALCUTTA DIRECT.

THE fast sailing British Ship "ST. BERNARD," 913 tons register, HARTWELL, Master, will have immediate despatch for the above Port. For Freight apply at the Office of

BUTTONJEE EDULJEE,

Bombay, 15th February, 1866. Dunbava Lane, Fort.

OVERLAND FREIGHT ROUTE.

STEAM TO ADEN, SUEZ AND LIVERPOOL.

THE Bombay and Bengal Steam Ship Company (Limited) will despatch steamers to Suez about the 4th and 20th of each month calling at Aden. Returning steamers will leave Suez about the 3rd and 19th of every month. Through Bills of Lading to Liverpool (by steamer from Alexandria) will be granted by the undersigned, and from Liverpool to Bombay by the Company's Agents in England.

The Company is prepared to issue THROUGH TICKETS to Liverpool at the following rates:—

First Class	£60	Exclusive of Wines and
Second Class	£35	Railway Transit in Egypt.

TO SUEZ.

First Class	£45	,,
Second Class	£25	,,

For Freight or Passage apply to Messrs. Reynolds, Mann & Co., 19, James Street, Liverpool; or No. 2, East India Avenue, Leadenhall Street, London; Messrs. Tod, Rathbone & Co. Alexandria; or the undersigned at Bombay.

The S. S. "BHIMA," 1370 Tons, Captain BONELLOW, will be despatched on the 3rd March.

STEARNS, HOBART & Co., Treasurers and Managers. B. and B. S. S. Company (Limited).

STEAM TO TRIESTE.

UNDER arrangements entered into with the Austrian Lloyds' Steam Navigation Company, the undersigned are now prepared to book both passengers and cargo THROUGH to Trieste.

For Passengers.

First Class	£64 10 0	Including Railway
Second Class	,, 37 5 0	Transit in Egypt.
Third Class	,, 23 5 0	

Further particulars and rates of freight can be learned at the Office of STEARNS, HOBART & CO.,

Treasurers and Managers, B. & B. S. S. Co. Limited.

Bombay, 6th February 1866.

STEAM TO SUEZ.

THE Peninsular and Oriental Steam Navigation Company's Steamship "NORTHAM," (1,350 Tons, and 400 H. P.,) Captain DUNDAS, will be despatched for Aden and Suez on THURSDAY, the 1st March, at 8-30 A.M., from Mazagon, carrying Mails and Passengers for England.

Last Shipping day, Monday, the 26th instant, after which no Cargo will be received on board.

G. F. HENRY, Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 17th February 1866.

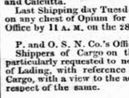
Shippers of Cargo on the Company's Blank Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

It is requested that all heavy Baggage be sent to the Company's Dockyard at Mazagon before 3 P. M. on Wednesday the 28th, in order that it may be weighed and labelled before being sent on board.

It is requested that Passengers' Cabin Boxes Pass should accompany all Baggage so forwarded.

A large Boat will be provided for the conveyance of Passengers to the Steamer, and will leave the Mazagon Bunder at 8 A. M. precisely on Thursday morning.

STEAM TO POINT DE GALLE, PENANG, SINGAPORE, AND HONGKONG.



THE Peninsular and Oriental Steam Navigation Company's Steam ship "EMEU," 1,500 tons, and 200 H. P., Captain METHVEN, will be despatched for the above Ports on FRIDAY, the 2nd March, at 9 A.M., from Mazagon, taking also Cargo and Passengers for Madras and Calcutta.

Last Shipping day Tuesday, the 27th. No brokerage will be allowed on any chest of Opium for which receipt is not in the Company's Office by 11 A. M. on the 28th instant.

G. F. HENRY, Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 17th February 1865.

Shippers of Cargo on the Company's Blank Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

NOTICES.

NOTICE.—Consignees of Treasure and Cargo, per steam ship *Tynemouth*, Captain FOSTER, arrived from Kurrachee, Singapore, and Penang, are requested to despatch Boats at once to take delivery, otherwise the same will be landed by the Captain at the risk and expense of the concerned.

DAVID SASSOON & Co.

NOTICE.—CONSIGNEES of Cargo, per Ship *Edward*, P. BOUVERIE, arrived from London, are requested to despatch Boats at once to take delivery, otherwise the same will be landed by the Captain at the risk and expense of the concerned.

W. NICOL & Co, Agents.

NOTICE.—Consignees of Machinery, per Ship *Edith*, from Glasgow, are requested to send Boats alongside immediately to take delivery of Cargo, otherwise the same will be landed by the Captain at the risk and expense of the concerned.

JAMES W. WRIGHT & Co., Agents.

Bombay, 19th February 1866.

CUMBALLA RECLAMATION COMPANY.—WANTED, EARTH for filling at the above Company's Property on the Western Foreshore of Malabar Hill. Plans and conditions of Contract can be seen at the Offices of the undersigned.

Tenders to be sent sealed and headed, "Tender for the Cumballa Reclamation," on or before WEDNESDAY, the 28th instant.

9 Hornby Row, 20th Feb., 1866. Civil Engineers.

THE undersigned are prepared to supply the Shipping in harbour with STONE BALLAST on 24 hours' notice, also RUBBLE, EARTH, or SAND, to Reclamation Companies, &c., at moderate charges.

T. BURKE & Co., Contractors.

317, Lower Colaba, opposite the Telegraph Office, or No. 11, Kalbadavee Road, 25th January 1866.

THORNHILL & Co., Opticians, Engravers &c., Mclow Street, Bombay. Established 1850

DUNCAN ROAD IRON WORKS.—J. RANKIN & Co., Engineers and Boiler-makers, Engine, Ship and General Smiths, Cast Iron and Brass Founders.

WOODEN HOUSES.—The undersigned are prepared to construct in Bombay Houses of the best Maulmain Teak from 3,000 Rupees and upwards. Designs and estimates to be seen at 13 Gilder Street, Tardeo. W. ADDIS AND CAMPBELL, C. E.

No. 13, Gilder Street, Tardeo, Bombay, 14th February 1866.

TO CONTRACTORS AND OTHERS.—FOR SALE, a quantity of very superior ROMAN CEMENT. Apply to ALEX. C. BRICE & Co.

28, Meadow Street, Bombay, 31st January 1866.

BROACH COTTON MILL COMPANY (LIMITED).—NOTICE is hereby given, that a DIVIDEND for the half year ending 31st December 1865, at the rate of 5 per cent per annum, will be paid to the Shareholders on and after 1st MARCH next.

The Transfer Books will be closed from this date until 5th March.

The Dividend will be payable to Shareholders whose names are on the register at close of business this day.

By order,

FORBES & Co., Secretaries and Treasurers.

Bombay, 17th February 1866.

KHANDEISH FARMING COMPANY (LIMITED).—A SPECIAL GENERAL MEETING of the Shareholders in the above Company will be held on the 28th inst., next, at 2 o'clock, at the Office of the Secretaries, for the purpose of confirming the following Resolutions, passed at the Meeting held on the 23rd ultimo:—

1. That No. 18 of the Articles of Association be altered, and that instead of the words "by the High Court of Judicature," "by liquidators" be inserted.
2. That No. 19 of the Articles of Association be cancelled.
3. That the Company be forthwith wound up.

And to appoint Liquidators in the event of the aforesaid Resolution being confirmed.

By order,

BLACKWELL & Co, Secretaries.

Bombay, 16th February 1866.

THE "BOMBAY GUARDIAN."—The *Bombay Guardian* was published from 1851 to 1865, maintaining its character throughout this period as a religious, undenominational, Catholic Journal. Its publication ceased in July last, by a necessity that seemed unavoidable. Much regret for this cessation has since been expressed, and arrangements have at length been made for its re-establishment under the former Editorship. Several gentlemen of known ability have agreed to write for it, and it is hoped that the questions of the day—literary, social, political, scientific, and missionary—may find appropriate treatment in its columns; the first place, in all discussions being given to the testimony of Scripture. It is intended that the first number shall appear on the first Saturday in March.

TERMS OF SUBSCRIPTION—Rs. 12 per annum; with Indian Postage Rs. 15-4-0. Payable in advance, (quarterly, where more convenient.) Adress, "Editor *Bombay Guardian*, Tract and Book Depository, Esplanade."

Bombay, 10th February 1866.

MERCANTILE CREDIT AND FINANCIAL ASSOCIATION (LIMITED).—PRELIMINARY NOTICE.—NOTICE is hereby given, that the affairs of this Company will be wound up voluntarily in GENERAL MEETING, when Resolutions to the following effect will be proposed:—

I. That inasmuch as a very small number of Shareholders only have paid the Second Call made on the 11th April 1865, it is resolved that the same (with Interest at 9 per cent per annum) be restored to them.

II. That a Liquidator be appointed to realize and distribute the Assets amongst those of the Original Shareholders or their representatives, who shall have delivered up to the present Manager their Allotment Letters or Share Certificates, on or before the 25th March 1866.

J. S. WEATHERHEAD, Manager.

17, Meadow Street, Bombay, 10th January 1866.

SCINDE PRESS COMPANY (LIMITED).

सिंद परेष कंपनी लिमिटेड.

सींद पटेश कंपनी लीमीटेड.

NOTICE.—An EXTRAORDINARY GENERAL MEETING of the Shareholders of the above Company will be held at the Office of the undersigned on MONDAY, the 26th instant, at 3 P. M., to consider the several matters reported on by Mr. ASHLEY on his inspection of the Company's premises at Kurrachee.

By order of the Directors,

EWART, LATHAM & Co., Secretaries and Treasurers.

Bombay, 20th February 1866.

NOTICES.

MESSRS. BADHAM & COMPANY, SUCCESSIVELY appointed by the late EARLS CANNING and ELGIN, and by the present Viceroy and Governor General of India, SIR JOHN LAWRENCE, G. C. B.

APOLLO HOUSE, APOLLO AND MARINE STREETS, BOMBAY.

BADHAM'S White Zephyr Shirts, Rs. 50, 55, 60 and 65 per dozen, made to measure, and universally worn in India. *See Catalogue.*

	Rs.	As.
BADHAM'S Pure Silk and Wool Shirts ..... each.	10	8
BADHAM'S Pure all Wool Shirts ... ... ,,	10	0
BADHAM'S Pure Cashmere Shirts ... ... ,,	10	8
BADHAM'S Pure Spun Silk Shirts ... ... ,,	12	8
BADHAM'S Zingary Cricketting Shirts..... ,,	10	0
BADHAM'S Silk and Wool Sleeping Suits... ,,	20	0
BADHAM'S Pure all Wool Sleeping Suits... ,,	20	0
BADHAM'S Cashmere Sleeping Suits..... ,,	20	0
BADHAM'S Regent, Dux, Indian and Military Collars ... ...per doz.	7	0
BADHAM'S India Gauze Banians ..... each.	4	12
BADHAM'S Silk and Wool Banians ..... ,,	4	12
BADHAM'S Gauze Banians ... ... ,,	4	0
BADHAM'S Silk and Wool Drawers ... ... ,,	6	0
BADHAM'S Balbriggan Socks ....per doz.	20	0
BADHAM'S Fine Dressed Cotton Socks ... ,,	11	0
BADHAM'S Celebrated Merino Hosiery.		
BADHAM'S Knickerbocker Stockings.....each.	3	8

Jouvin's best French Kid Gloves... ...per pair. 2 12
White Kid Gloves ... ... ,, 1 ..
Dog Skin Gloves ... ... ,, 2 ..
Buck and Doe Gloves. ... ... ,, 3 12

The Universal Scarf, ...each. 4 12
The Romal Scarf for Pin or Ring ..... ,, 4 8
The Windsor Scarf ... ... ,, 2 12
The Derby Scarf... ... ... ,, 4 8
The Diamond Scarf ... ... ,, 4 4
An immense assortment of Scarfs and Ties.

Overland Trunks, 2 feet 6, 2 feet 9, 3 feet, Rs. 26, 28, and 30 each.
Railway Portmanteaus, Rs. 17, 19, and 22 each.
Courier Bags, 6, 8, 9, and 12 Rupees.
Hat Cases, Rs. 6-12 each, Railway Rugs Rs. 12 to 30.
LINCOLN and BENNETT'S Black Silk Hats.
ELLWOOD'S Helmets, Oxford and Shooting Hats.
CHRISTY'S Melton, Oxford, Straw, and Tweed Hats.

Mofussil orders will have special attention.

BADHAM'S Catalogue contains particulars of the Route to England via Trieste, also the P. and O. Co.'s rates of passage money, and the Winners of the Derby at Epsom since 1840.

BADHAM & Co.,
Apollo House, Bombay.

NOTICE—CHUNAM!! Companies, Contractors, or other Parties in Bombay can be supplied with CHUNAM of the best description, from the "Verawul Harbour Works," at moderate prices. Applications to be addressed to EDWARD BALDAL SCOTT, Esq., Consulting Engineer, Verawul Kattywar.

Samples of the CHUNAM may be procured at Messrs. SOONDERJEE, NANJEE & Co., Bazaar Gate, Bombay.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.—(INCORPORATED BY ROYAL CHARTER AND ACT OF PARLIAMENT.—The undersigned are prepared to accept risks against Fire on buildings possessing the necessary requisites, at the lowest rates of premium.

W. NICOL & Co., Agents.

Bombay, January, 1866.

THE LONDON AND BOMBAY BANK AND GENERAL FINANCIAL AND INSURANCE AGENCY CORPORATION (LIMITED).—HEAD OFFICES, 10, CLEMENT'S LANE, LOMBARD STREET, LONDON.—NOTICE is hereby given, that in compliance with the provisions of the Joint Stock Companies' Act, 1862, the THIRD ORDINARY MEETING of this Company will be held at the Company's Offices, 10, Clement's Lane, Lombard Street, in the City of London, on WEDNESDAY, the 28th day of March next, 1866, at 12 o'clock (noon).

By order of the Board,
GEORGE CUMMING, Secretary.

4th January 1866.

FROM BOSTON, by Ice Ship *Milton*, to arrive in April—
150 bbls and half Bbls Apples,
100 Bbls Flour,
200 Do. Rosin,
300 Cases Naptha,
100,000 feet Lamber,
FOR SALE to arrive by BENJ. F. FIELD, Jr., Agent Tudor Co.

THE LONDON, ASIATIC AND AMERICAN COMPANY (LIMITED).

CAPITAL £1,000,000, in 50,000 SHARES OF £20 EACH, (WITH POWER TO INCREASE).

It is not anticipated that more than £10 per Share will be called up.

FIRST CALL £5 (Rs. 50) ON ALLOTMENT.

Further Calls, each not exceeding £2 10s. per Share, to be made at intervals of not less than Three Months.

Directors.

B. HOLME MOWBRAY, Esq.
FRANCIS BOWKETT, Esq.
GEORGE DENT, Esq.
J. ALEXANDER RUSSELL, Esq.
T. HORSMAN COLES, Esq.
THOMAS CARDWELL, Esq.
JOHN PARSONS, Esq.
JAMES BEVIS, Esq.
GAVIN STEEL, Esq.
ROBERT HANNAY, Esq.
} Messrs. Timothy Wiggin & Co.
} Messrs. Grey & Coles.
} Messrs. Thomas Cardwell & Co.
} Messrs. Grey & Co., Bombay.

Bankers.

The Bank of England.
The London Joint Stock Bank.

Solicitors.

Messrs. FRESHFIELDS & NEWMAN.

Auditors.

Messrs. COLEMAN, TRIPTRUAND, YOUNGS & Co.

Brokers.

Messrs. FOSTER & BRAITHWAITE.
Messrs. WALKER & LUMSDEN.

Managing Directors, pro tem.
One Member of each London Firm.

Branches.

LIVERPOOL.—*Managing Director (pro tem.)*, JOHN PARSONS, Esq.
BOMBAY.—*Managing Director (pro tem.)*, ROBERT HANNAY, Esq.
Joint Managers—CHARLES E. BENN, Esq. (Messrs. Cardwell, Parsons & Co.)
ATHERTON EDWARD ASHLEY, Esq. (Messrs. Grey & Co.)

OFFICES:—4, Cullum Street, E. C.

The Company has been formed and incorporated under the Joint Stock Companies' Act for the purpose of taking over and carrying on the united business of the firms of Messrs. Timothy Wiggin & Co., Messrs. Grey and Coles, and Messrs. Thomas Cardwell & Co., of London; Messrs. Russell, Coles & Co., and Messrs. Thomas Cardwell & Co., of Liverpool; and Messrs. Grey & Co., and Messrs. Cardwell, Parsons & Co., of Bombay.

The principle upon which the several firms have acted in transferring and making over their business to the Company, has been the conviction that the consolidated businesses may be carried on at less cost and with less personal labour to the members of the several firms, under one roof and by one staff, than by the several firms and establishments under separate roofs, and also that in the hands of an extended proprietary, the business is capable of enlargement and expansion.

The whole of the Commission and Agency business of the respective firms has been handed over to the Company as from the 31st December last.

No dead stock or any other description of property has been taken over by the Company, and no preliminary expenses whatever have been incurred, beyond the legal and incidental charges attendant on the formation of the Company.

The partners in the several firms have subscribed one-half of the entire capital, paid up in the first call of £5 per share, and have agreed not to assign any of their shares for a period of six months after the incorporation of the Company, to hold at least three-fourths of their shares for three years, and not henceforth to carry on any Mercantile Commission or other business of like nature, except for account of the Company.

The Shareholders in the Company have not been called upon to pay any part of the capital of the Company any consideration for the good-will of the several businesses; but by the terms of the Articles of Association, it is stipulated that one-half of the net profits, after the paying interest at the rate of 7 per cent. per annum on the capital for the time being paid up, is, for a period of twelve years, to be paid to the respective firms in consideration of the value of the good-will of the business; which consideration is thus postponed to a first payment of 7 per cent, per annum to the Shareholders, guaranteed to them by the partners in the several firms for a period of three years.

The first Directors of the Company are members of the respective firms, and they have agreed among themselves, subject to the pleasure of the Shareholders in general meeting, to remain Directors and to superintend the affairs of the Company for three years at least from its formation.

The Company is already in operation and carrying on the amalgamated business, which it is anticipated may be largely increased under the favouring influences of an extended proprietary and capital.

Of the moiety of the stock not appropriated, 10,000 shares have been reserved to be allotted to the foreign constituents of the firms and others who may be likely to promote the interests of the undertaking; and 15,000 shares are reserved to the public at par.

It is not anticipated that it will be necessary to call up above £10 a share upon the Capital; of which £5, being the amount already contributed on the moiety of the Capital appropriated, is to be paid up on allotment, and the remainder by instalments not exceeding £2 10s. per share, at intervals of not less than three months between each call.

The agreement between the several firms and Articles of Association of the Company may be inspected at the office of Messrs. FRESHFIELDS and NEWMAN, the Solicitors of the Company.

Applications for Shares may be made, addressed to the Secretary of the Company at the Offices of the Company, 4, Cullum Street, E. C.; or to the Brokers, Messrs. Foster and Braithwaite, 27, Austin Friars, E. C.; or Messrs. Walker and Lumsden, 25, Austin Friars, E. C.

With reference to the above, the 15,000 Shares referred to were taken up in London on the 2nd instant, and the so-called "Bombay" Shares were reserved to receive applications for the Shares reserved for Bombay.

CARDWELL, PARSONS & Co.
GREY & Co.

Bombay, 10th Feb. 1866.

NOTICES.

A CARD.

MR. ADOLPH GABRIEL, DENTIST.

No. 4, Hornby Row, Fort.

At Home daily from 10 A. M. to 5 P. M.

CONSULTATIONS GRATIS.

R. PARTRIDGE, Red Boot Mart, has always in stock a select assortment of Boots and Shoes. All orders executed at shortest possible notice. No. 2, Hummum Street, Fort.

THORNHILL & Co., WATCHMAKERS, are constantly receiving their Stock of Gold and Silver Watches by McCabe, Thornhill Brothers, John Jones, and other eminent makers. Gold and Silver Genevas, also English and Foreign Clocks, in great variety.

Medow Street, Bombay. Established 1850.

ALBERT MILLS COMPANY (LIMITED).—NOTICE is hereby given, that an ORDINARY GENERAL MEETING of the Shareholders of this Company will be held at the Offices of the Secretaries and Agents, on TUESDAY the 27th instant, at 3 P. M., to receive the Report of the Directors and a Statement of Accounts for the year ending 31st December 1865, and for the transaction of such other business as may be brought forward.

By order of the Directors,
MARTIN, YOUNG & Co.,
Secretaries and Agents.

Bombay, 19th February 1866.

GREAT INDIAN PENINSULA RAILWAY.—The undersigned begs to intimate that MR. A. DORABJEE PESTONJEE has been appointed by the Great Indian Peninsula Railway Company their Agent at Poonah Station for the Collection and Delivery of Goods; and he will on and after the 1st March next cart all Goods that may be required to be carted to or from the above Station, and the charges for the same within certain limits will be included in the rates for the carriage of the Goods—Vide Rate Lists exhibited at Stations.

E. W. KEILY, Jr.,
General Traffic Manager.

Bombay, 19th February 1866.

THE BOMBAY COMMISSION AGENCY AND BANKING CORPORATION (LIMITED).—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the Registered Shareholders of the above Corporation will be held at its Office, No. 1, Oak Lane, on THURSDAY the 19th March 1866, at 3 P. M., to confirm the following Resolutions, passed at the First Ordinary General Meeting of the Shareholders held on the 14th instant:—

1. That the Corporation be wound up voluntarily.
2. That Messrs. Raghunath Ramchundra, Temooljee Pestonjee, and Raghunath Damodhur be appointed Liquidators, and that a remuneration of 1 per cent. on the amount of recovery be divided amongst them.

RUGHUNATH RAMCHUNDRA & Co.,
Treasurers and Managers.

Bombay, No. 1, Oak Lane, 19th February 1866.

THE BOMBAY ALMANACK & DIRECTORY

THE Bombay Almanack and Directory is the OLDEST, LARGEST, CHEAPEST, and BEST Book of Direction and Reference published in India.

NEARLY FIVE HUNDRED PAGES.—*Price Rs. 7, exclusive of Postage.*

THE ABRIDGED EDITION, containing upwards of 260 pages, *Price One Rupee and a half, exclusive of Postage.*

GRAM.—The undersigned—having on hand a large stock of superior qualities of GRAM—is now in a position to supply any quantity at the most reasonable rates. Contracts for 6 or 12 months' samples and prices may be obtained on application to

AUBREY PARTRIDGE,
22, Rampart Row.

GUNS AND RIFLES FOR SALE.—Just landed, a consignment of Guns and Rifles, by Messrs. E. M. Reilly and Co., 12, 14, 15, 16, and 24 bore, principally Cocking from 14. 130 to Rs. 400.

Cartridge Cases and Wads.
Air-butt Guns, with Rifle and Shot Barrels.
Army Regulation Swords.

AUBREY PARTRIDGE,
22, Rampart Row.

POONA SEMINARY.—
A sound English Education.
Abstract and applied Sciences.
The Sacred and Classical Languages.
The Vernaculars of the Presidency.
Vocal Music and Drawing.
Mental, Moral, and Physical Training.
Commodious Premises in a healthy and open locality.
For prospectuses apply to

HENRY P. CASSIDY, Poona.

B. AND C. I. RAILWAY.—NOTICE.—The attention of the Public is requested to the following ALTERATION in the CHARGES for CONVEYANCE of the undermentioned Articles:—

KUPPAS, hitherto charged at 4th class rate, will, until further notice, be reduced to 3rd class rate.

MOWRA, whether loose or in bags, will, until further notice, be charged 1st class rate from all Stations to Bombay only.

This arrangement will come into force from this date.

J. B. HAYES, Traffic Manager.

General Offices, Bombay, 20th February 1866.

THE JAFER ALEE SPINNING AND WEAVING COMPANY (LIMITED).

श्री जाफर अली ईग्रयनींग अेंड ज्ञीवींग कंपनी (लीमीटेड).

NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the Shareholders of the above Company will be held at the Company's Mills, Begum Varee, on SATURDAY the 24th February 1866, at 2 P. M., for the transaction of the following business:—

1. To receive the Reports and Accounts of the Company for the year ending 31st December 1865.
2. To fix the number of Directors, and to elect new Directors in the place of those at present in office, who retire in terms of clause 45 of the Articles of Association.
3. To appoint Auditors for the current year, and to fix their remuneration: and to transact such other business as may be brought forward by the Directors.

The Transfer Books of the Company will be closed from 17th February to 9th March 1866, both days inclusive.

By order of the Board of Directors,
JAMSETJEE DOSABHOY, Secretary.

Surat, Begum Varee, Company's Office, 10th February 1866

CHARLES MONNET & Co., COMMISSION, MESS, AND GENERAL AGENTS FOR ENGLISH AND FOREIGN GOODS.

1, MEADOW STREET, FORT.

C. M. & Co., having commenced business as above, requests the favour of the patronage of the inhabitants of Bombay and the Presidency. Their business will be conducted under the management of Mr. GUSTAVE MONNET, whose experience in India, and trade connexions in Europe, offer a sure success for all commissions entrusted

COMMERCIAL INTELLIGENCE.

THE SHARE MARKET.

Nothing doing.

WEDNESDAY AFTERNOON.

Market dull and inanimate.

BOMBAY DAILY BILL AND STOCK LIST.

EXCHANGE.

On what Place.	Terms.	Rates.
London Banks	6 months' sight.	2s. 1¾d. to 2s. 1 11/16d.
Do. Credits...	Do.	2s. 1¾d. to 2s. 1 13/16d.
Do. Documents ...	Do. do.	2s 2d.
Calcutta	At sight	99¾
Do.	30 days' sight	99¾
Do.	60 Do. do.	97½
Madras	30 Do. do.	213
China	60 Do. do.	213

BANKS.

Subscribed Capital.	Nominal value of sh.	Paid up.	Dividend.	Names.	Rates.
	Rs.	Rs.	pr. ct.		
5,00,000	500	500	16	Agra Bank	105 p ct premium
100,000	500	250	.....	Alliance Bank ...	45 p ct dis.
500,000	200	200	2 0	Asiatic Bank Corpn	35 p ct pm.
...	200	100	.....	Asiatic New Issue..	
2,10,000	8,000	8,000	8	Bank of Bengal ...	7,000 p sh.
1,25,000	250	250	nil	Bank of India	15 p ct dis.
10,45,000	1,000	1,000	8 p a	Bombay Bank	60 p ct pm.
7,50,000	250	2,0	.....	Bombay Com. Bank ...	15 p ct dis.
1,000,000	250	100	.....	Bombay Pres. Bank ...	37½ p ct dis.
2,500,000	200	200	4 p a	Bombay Trading & Banking Association	30 p ct dis.
2,000,000	100	100	.....	Brokers' Banking Company	25 p ct dis.
1,00,000	250	25	6	Central Bank	14 p ct dis.
800,000	200	200	10	Chartered Bank of India A. & China	10 p ct dis. including 8 per ct. int.
800,000	200	25	.....	China Bank	Par.
720,000	25.-	25.	17	Chartered Mercantile Bank of India London & China.	99 p ct premium.
1,000,000	250	250	10	Commercial Bank...	15½ p ct pm.
1,600,000	200	200	12	Comptoir d'Escompte de Paris	100 p ct pm.
1,000,000	500	500	9	Delhi and London ...	50 p ct pm nm.
625,000	250	25	.....	East Indian Bank ...	35 p ct dis.
4,000,000	1,000	200	10	Hindustan, China and Japan Bank...	6 per share.
600,000	250	100	.....	Imperial Banking and Trading Co..	25 p ct dis.
500,000	200	200	.....	Indian Peninsula	
1,000,000	400	120	.....	Indian Specie Bank	33 p ct dis.
200,000	100	20	.....	Indo-Egypt. & Lon.	62½ p ct dis.
3,750,000	1,000	15	.....	London & Bombay Bk	6 p share.
1,500,000	250	250	10	Madras Banks. ...	15 p.m.
				Oriental Bank Corporation	110 p ct pm.
600,000	200	200	.....	Royal Bank of India	35 p ct d s.
750,000	200	100	.....	Scinde, Punjaub and Delhi Bank...	35 p ct pm nm.
.....	250	100	.....	Guzerat Bank	3 p ct premium.

FINANCIAL ASSOCIATIONS.

.....	400	100	.....	Bengal Credit Mob.	2 p ct pm.
750,000	500	100	Rs. 4	Bombay General Credit & Finance Cor...	7 p ct dis.
400,000	500	200	.....	Bombay Joint Stock Corporation	50 p ct. dis.
1,200,000	400	100	.....	Financial Assn. of India and China	No quotation.
1,250,000	400	100	.....	Mercantile Bank ...	2 p ct discount.
1,000,000	500	100	.....	Grand Finance Co...	
800,000	400	50	.....	Mofussil Financial Association	
	400	50		Oriental Financial Association	No quotations.
5,00,000	400			Royal Exchange Corporation (Ld.)	
800,000	400	50		Universal Bank of Financ. Cor.	

LAND COMPANIES.

2,000,000	10,000	5,000	.....	Back Bay Reclamation Co.	5,000 pm.
1,800,000	1,000	1,000	32 p a	Elphinstone Land Co.	165 pm.
1,250,000	10,000	1,000	100	Hydraulic Co.	295 premium.
2,500,000	10,000	4,000	... ..	Prem Land Co.	200 premium.
110,000	2,000	900	... ..	House and Land Investment Co.	100 per share.
1,00,000	5,000	.....	.....	Maxagon Land and Reclamation Co..	1,500 per share.
.....	2,000	1,000	25 p c	Nowroji Canning.	0·0 pm.
.....	10,000	6,000	.....	United Victoria & Colaba Land Co..	3,525 per share.

SHIPPING COMPANIES.

500,000	5,000	3,000	.....	Bombay Ship Co...	No quotations.
250,000	2,500	2,000	25	Coast and River Steam Nav Co..	
60,000	1,000	1,000	.....	Bombay Landing & Shipping Co..	925 per share.
200,000	5,000	1,500	.....	Bombay and Bengal Steam-ship Co...	No quotations.
160,000	4,000	2,500	.....	Prince of W. Ship Co.	
120,000	500	500	.....	Peninsular Portal Ins. & P. mdry Co.	225 per share.
.....	.....	1,000	.....	Union Shipping Co. Limited ...	No quotations.
.....	.....	1,000	.....	Western India Ship Co.	

RAILWAY COMPANIES.

218	pr. ct.	G. I. P. Railway Co. Consol. Stock ...	Par.	
130	2½	Do. new Litt. ...	Par.	
1,000	2½	Bombay Baroda & C. I. R Company	Par.	

PRICES OF BULLION, &c.

Sovereigns each ...	...	...	Rs. 10-2-0
Bank of England Notes	...	...	,, 10
Spanish Dollars ...	...	...	,, 225
Carolus	...	...	,, 226
Mexican Dollars ...	...	...	,, 210
German Crowns ...	...	...	,, 210
Five-Franc Pieces ...	...	...	,, 223
Rix-Dollars	...	...	,, 196
Gold Leaf	...	...	,, 15-4-1

GOVERNMENT SECURITIES.

Four Per cent. Secs Rs. Transfer Loans ...	...	...	Rs. 90
,, ,, Secs ,, Loan 1853-54 ...	...	...	,, 93
,, ,, Co.'s ,, 1853-56 ...	...	...	,, ,,
,, ,, ,, 1854-55 ...	...	...	,, 88
,, ,, ,, 1854-55 ...	...	...	,, ,,
Five per cent. Co.'s Rs. Loan 1856-57 ...	...	...	,, 103
Five per cent. Public Works Loan 1864-65 ...	...	...	,, 101 ex d
Five and a half per cent. ...	...	...	,, 109½

PRICE CURRENT, 13th February 1866.

COTTON at Colaba	Per candy.
Dholleras (New bales)	Rs. 400 to 410
Dholleras (April and May)..	,, 410 to 415
Bhownuggur and Mowa	,, 410 to 415
Surat and Broach	,, 375 to 390
Porebunder	,, 290 to 300
Veraval	,, 290 to 300
Khandesh (New)	,, 410 to 415
Dharwar (Savejinee)	,, 445 to 450
Oomrawuttee and April)	,, 420 to 425
Ditto (new ready)	,, 430 to 435
Hinghunghaut (New)	,, 460 to 465

FINANCIAL ASSOCIATIONS.

.....	400	100	.....	Bengal Credit Mob.	2 p ct pm.
750,000	500	100	Rs. 4	Bombay General Credit & Finance Cor...	7 p ct dis.
400,000	500	200	.....	Bombay Joint Stock Corporation	50 p ct. dis.
1,200,000	400	100	.....	Financial Assn. of India and China	No quotation.
1,250,000	400	100	.....	Mercantile Bank ...	2 p ct discount.
1,000,000	500	100	.....	Grand Finance Co...	
800,000	400	50	.....	Mofussil Financial Association	
	400	50		Oriental Financial Association	No quotations.
5,00,000	400			Royal Exchange Corporation (Ld.)	
800,000	400	50		Universal Bank of Financ. Cor.	

LAND COMPANIES.

2,000,000	10,000	5,000	.....	Back Bay Reclamation Co.	5,000 pm.
1,800,000	1,000	1,000	32 p a	Elphinstone Land Co.	165 pm.
1,250,000	10,000	1,000	100	Hydraulic Co.	295 premium.
2,500,000	10,000	4,000	... ..	Prem Land Co.	200 premium.
110,000	2,000	900	... ..	House and Land Investment Co.	100 per share.
1,00,000	5,000	.....	.....	Maxagon Land and Reclamation Co..	1,500 per share.
.....	2,000	1,000	25 p c	Nowroji Canning.	0·0 pm.
.....	10,000	6,000	.....	United Victoria & Colaba Land Co..	3,525 per share.

SHIPPING COMPANIES.

500,000	5,000	3,000	.....	Bombay Ship Co...	No quotations.
250,000	2,500	2,000	25	Coast and River Steam Nav Co..	
60,000	1,000	1,000	.....	Bombay Landing & Shipping Co..	925 per share.
200,000	5,000	1,500	.....	Bombay and Bengal Steam-ship Co...	No quotations.
160,000	4,000	2,500	.....	Prince of W. Ship Co.	
120,000	500	500	.....	Peninsular Portal Ins. & P. mdry Co.	225 per share.
.....	.....	1,000	.....	Union Shipping Co. Limited ...	No quotations.
.....	.....	1,000	.....	Western India Ship Co.	

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Spanish Dollars ...	...	...	,, 225
Carolus	...	...	,, 226
Mexican Dollars ...	...	...	,, 210
German Crowns ...	...	...	,, 210
Five-Franc Pieces ...	...	...	,, 223
Rix-Dollars	...	...	,, 196
Gold Leaf	...	...	,, 15-4-1

GOVERNMENT SECURITIES.

Four Per cent. Secs Rs. Transfer Loans ...	...	...	Rs. 90
,, ,, Secs ,, Loan 1853-54 ...	...	...	,, 93
,, ,, Co.'s ,, 1853-56 ...	...	...	,, ,,
,, ,, ,, 1854-55 ...	...	...	,, 88
,, ,, ,, 1854-55 ...	...	...	,, ,,
Five per cent. Co.'s Rs. Loan 1856-57 ...	...	...	,, 103
Five per cent. Public Works Loan 1864-65 ...	...	...	,, 101 ex d
Five and a half per cent. ...	...	...	,, 109½

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Surat and Broach	,, 375 to 390
Porebunder	,, 290 to 300
Veraval	,, 290 to 300
Khandesh (New)	,, 410 to 415
Dharwar (Savejinee)	,, 445 to 450
Oomrawuttee and April)	,, 420 to 425
Ditto (new ready)	,, 430 to 435
Hinghunghaut (New)	,, 460 to 465

THE following statistics of the Bullion trade are compiled up to the latest date, for which the Custom House Returns are available :—

BULLION MEMORANDUM.

IMPORTS.

For the week ending 31st January 1866.

	Gold Bullion and Coin	Silver Bullion and Coin
From Mauritius	...	670
,, China	...	5,00,000
,, Suez	1,128	.....
,, Calcutta	...	19,60,000
,, Kurrachee Steamer	1,07,822	.....
Total for the week ...	1,08,950	24,60,670
Previously Imported in the year 1866 ...	39,32,028	2,88,32,993
Total from 1st Jan. to 31st January 1866	40,40,978	3,13,13,663
Ditto 1865	45,10,181	54,72,018
Decrease Rupees	4,69,203	2,58,41,645

EXPORTS.

	Gold Bullion and Coin.	Silver Bullion & Coin.
To Cutch	59,000	1,03,300
,, Guzerat British	4,268	26,000
,, Kurrachee...	5,100	5,10,300
,, Concan British	54,534	97,327
,, Malabar British	27,450	1,01,500
,, South Canara	...	1,03,003
,, North Canara	81,694	86,000
Total for the week ...	1,32,946	10,27,327
Previously exported in the year 1866	5,76,781	33,66,979
Total from 1st Jan. to 31st January 1866	7,58,827	43,94,306
Ditto 1865	6,22,943	35,08,568
Increase Rupees	1,35,884	7,85,638

MILITARY.

ARRIVAL.—FEBRUARY 21.

Coote, Captain, 18th Foot, on duty, from Poona.

DEPARTURES.—FEBRUARY 21.

Warner, Captain G. A. A., Madras Staff Corps, on medical certificate, to England.

Anderson, Captain H. S., Bombay Staff Corps, on medical certificate, to England.

Adamson, Captain, 18th Regiment, on duty, to England.

ARMY GENERAL ORDERS.

BY THE COMMANDER-IN-CHIEF.

Adjutant General's Office, Poona, 20th February.

Major W. G. Mainwaring, commanding 30th Regiment N. I., or Jacob's Rifles, is, with the sanction of Government, temporarily attached to the department of the Quarter Master General of the Army as an assistant, for duty at Maunder Deo.

Lieutenant Davidson, 103rd Foot, is appointed to act as Interpreter of the Regiment, vice Captain Frankland, proceeding to the regimental depot.

SHIPPING.

ARRIVALS.

Per.			
21 Krishna (s)	...	Morrison	Suez, Feb. 7.
	May Queen	Pennie	Liverpool, Oct. 9.
	Bird of Paradise	Malcolm	Cardiff, Sept. 15.
	Emen (s)	McIlvren	Hongkong, Feb. 1.

DEPARTURES.

Per.			
21	Severn	Stevens	New York.
	Muskie	Nacoda	Judda and Hoodeida.
	Nada (s)	Thompson	Aden and Suez.
	Comrn (s)	Mills	Goa.

PASSENGERS ARRIVED.

Per *Krishna*.—Mr. Maloney, Mr. J. Allen, and one second class.

The following vessels obtained their port clearances yesterday :—

Ship *Dunkeld*, Francis, C. Fiker, bound to Akyab.

Ship *Genevieve*, B. Baxter, bound to Liverpool.

Ship *City of Manchester*, H. Auld, bound to Havre.

Ship *Morning Star*, F. M. Lozzi, bound to Mauritius via Kurrachee

The following vessels began to load yesterday :—

S. S. *Punjaub*, for Malabar Coast and Calcutta.

S. S. *Severn*, for Hongkong.

S. S. *Tilly*, for Malabar Coast.

BENGAL.

ARRIVAL.—February 12th, barque *Adamant*.

DEPARTURES.—February 13th, steamer *Dalhousie*, and ship *Furness Abbey*.

MADRAS.

ARRIVALS.—February 14th, screw steamer *Moolton*, from Calcutta, and ship *Matilda*, from Boston.

DEPARTURES—February 15th, screw steamer *Governor Higginson*, for Calcutta.

NEW ADVERTISEMENTS.

FOR LONDON VIA THE CAPE OF GOOD HOPE.

THE fine Clipper Ship "BEAUMARIS CASTLE," Captain GARDNER, taken up by Government for the conveyance of Troops, to leave this on the 5th proximo, has excellent accommodation for a few Passengers. For particulars of Passage &c., apply to the Captain on board before 12 o'clock, or to the undersigned.

EWART, LATHAM & Co.

Bombay, 20th February 1866.

FOR HAVRE.

THE fine Ship "MATILDA ATHELING," Captain POWER, has the greater portion of her Cargo already engaged, will proceed with all despatch to the above Port. For particulars of Freight, &c. Apply to

EWART, LATHAM & Co., Agents.

Bombay, 30th February 1866.

FOR KURRACHEE.

THE Ship "CAROLINE CO. VENTRY," to sail about the 28th instant. For Freight apply to

FORBES & Co.,

Agents for Captain and Owner.

WANTED, an experienced Native BOOK-KEEPER : must be practically acquainted with Book-keeping and the general routine of an European Merchant's Counting-house. Address "F. G.C." at the Printer's.

WANTED, a EUROPEAN SERVANT, to attend on a Lady and Child going to England via the Cape. Address "H. L. T." care PESTONJEE & JAMSEEJEE, Dubash, No. 2, Dean Lane.

BROACH COTTON MILLS COMPANY (LIMITED).—WANTED, a MANAGER for the Company's Mills at Broach. Applications in writing, stating terms and qualifications, to be forwarded to

FORBES & Co.,

Secretaries and Treasurers.

Bombay, 21st February 1866.

TO LET, two spacious GODOWNS in the Apollo Street. Apply to

REMINGTON & Co.

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KEIR, RAMSDEN AND PRESCOTT.

22nd February 1866.

TO LET, from 1st January 1866, extensive OFFICES, at present occupied by the General Financial Corporation (Limited). For Terms, &c., apply at the Office of the Company, No. 8, Bell Lane.

Bombay, 20th Dec. 1865.

NOTICE OF REMOVAL.—J. BURN, Civil, Military, and Naval Outfitter, will remove on the 1st of March to the new and extensive premises, 30, Meadow Street, lately occupied by the Bhattia Financial, opposite the Bank of Bombay.

21st February 1866.

AN AUSTRALIAN KANGAROO DOG AND SLUT ; also three RETRIEVERS, for SALE. To be seen at C. STEVEN'S, Veterinary Surgeon, Baboola Tank.

MESSRS. FELL, GREGSON & Co. request that all LETTERS and COMMUNICATIONS for them may be ADDRESSED to their OFFICES, No. 10 Rampart Row.

Bombay, 21st February 1866.

LODGE "ST. GEORGE."—NOTICE.—The MEETING of this Lodge TO-DAY, THURSDAY Evening, will be held at the Lodge "CONCORD" Honga, Babula Tank, at six o'clock, and *not* on Malabar Hill, as was previously intimated.

By command,

D. TREVOR ROPER, Secretary.

INDO-EGYPTIAN AND LONDON BANK (LIMITED).—FINAL NOTICE.—NOTICE is hereby given, that all Shareholders who have not paid the Contribution of Rs. 20 per Share with interest, on or before the 10th March next, will absolutely forfeit their right to obtain Shares in the National Bank of India in exchange for those in this Bank.

The Share Certificates of the National Bank of India are now being prepared and will shortly be ready for issue.

D. HOGARTH, Liquidator.

21st February 1866.

TENDERS are hereby invited for the RECLAMATION of a certain part of the FORESHORE in BACK BAY.

The particulars can be had at the Office of the Company's Scissors at Chowpatty on and after the 24th inst.

Tenders marked "TENDER FOR RECLAMATION" will be received by the undersigned up to 12 o'clock on the 15th of March.

The Company do not bind themselves to accept the lowest or any Tender.

GEO. WHITLEY, For Secretaries,

Bombay Reclamation Company (Limit.d).

21st February 1866.

BOMBAY LANDING AND SHIPPING COMPANY (LIMITED).—This Company is prepared to undertake the discharge of whole shipments, or the clearance of such portions of Cargoes as may not be removed by Consignees, holding the same at the risk of the concerned free freight and charges.

The Company have available a powerful Tug Steamer for towing Ships in and out of Dock and at moderate rates ; also Steam Yachts, which can be chartered for excursion parties when not otherwise required.

For particulars apply to the undersigned.

W. C. PENSON, General Manager.

Offices, Graham's Buildings.

NOTICE TO RAILWAY AND RECLAMATION COMPANIES, CONTRACTORS, BUILDERS, &c.—Messrs. CRAWFORD & Co. beg attention to the SALE BY AUCTION of TEAK and other TIMBER to commence THIS DAY, at 1 P. M., at Messrs. NICOL & Co's. premises, Tank Bunder. This sale will comprise upwards of a thousand tons of Rangoon TEAK LOGS of first class, PLANKS and SCANTLING of the most useful dimensions as well as RAILWAY SLEEPERS, PINE DEALS, CEDAR and ROSEWOOD BOARDS, of all of which a complete Catalogue is published, describing the detailed dimension of each log and their Cubical contents. Applicants will be cheerfully supplied with same.

BOMBAY PRESS COMPANY (LIMITED).

બોમબે પ્રેશ કંપની (લીમીટેડ).

NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above Company will be held at the Office of the Company, No. 27, Meadow Street, on MONDAY the 5th proximo, at 3 P. M.

To expunge Clause 16 of the Articles of Association which states that :—"Ten per cent. per annum of the net profits arising from the Presses shall be divided as a bonus amongst Shareholders in proportion to the amount of business at that Press they may have given or influenced within the period during which such profits shall have accrued."

To declare a Dividend for the period ending 31st January 1866.

By order of the Board of Directors,

ALEX. C. BRICE & Co.,

Secretaries and Treasurers.

Bombay, 22nd February 1866.

IN A FEW DAYS WILL BE PUBLISHED

No. V. OF

"PUNCH IN INDIA."

AN ILLUSTRATED MONTHLY PUBLICATION.

LIST OF WOOD ENGRAVINGS.

CARTOON.—Dr. H—wl—t's Battle of the Pyramids.

HALF PAGE.—Master and Pupil : or, Who Gains by it ?

QUARTER PAGE.—The Hon'ble A—ley E—d—n and the *Bombay Saturday Review* of the 3rd instant.

HALF PAGE.—Military Series, No. IV. : or, the Doctor and the Orderly.

INITIAL LETTERS.—B. O. H. I. S. D. T. &c., &c.

SUBSCRIPTION FOR 12 NUMBERS, RUPEES TEN. SINGLE COPY, ONE RUPEE.

All communications to be addressed to The Editor of "PUNCH IN INDIA," *Bombay Gazette* Office.

Subscriptions to be made payable to the Manager of the *Bombay Gazette*.

GRANT ROAD THEATRE,

THURSDAY EVENING, 22ND FEBRUARY.

EXTRAORDINARY MAGICAL REPRESENTATION, by Professor VANEK and COMPANY, Grand Wizard of the North, Artist to His Majesty the Sultan of Turkey.

PROGRAMME.

PART FIRST.

A QUITE NEW SHOW OF PROFESSOR VANEK'S WITCHCRAFT AND SLEIGHT-OF-HAND.

INTERMISSION OF 10 MINUTES.

PART SECOND.

DECAPITATION.

A GRAND MAGICAL EXPERIMENT, executed by PROFESSOR VANEK only ; and for the first time in Europe and India. The Magic Room will be brilliantly illuminated, and the head of the decapitated will be exposed in such a manner to the public, so as to allow every one a chance of inspecting it. After an interval of 7 minutes, the head will be replaced on the body, and life restored.

INTERMISSION OF 10 MINUTES.

PART THIRD.

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LITTLE BLONDIN,

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Tickets to be obtained at Messrs. SOUNDY & Co.'s and at the Theatre on the evening of the Performance.

NEW ADVERTISEMENTS.

VIEGAS PATENT SLIP AND FOUNDRY COMPANY (LIMITED).—NOTICE is hereby given, that the EXTRAORDINARY GENERAL MEETING, which was to have been held YESTERDAY is ADJOURNED to THIS DAY, the 22nd instant, at 3 P. M., at the Office of Messrs. CURSETJEE NUSSERWANJEE CAMA & Co., Church Gate Street, Fort.

By order of the Board of Directors,

SORABJEE FROMMURZE, Secretary.

Bombay, 22nd February 1866.

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THACKER, VINING & Co.

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POSTAL NOTICES.

OVERLANDS MAIL.

THE Overland Mail per P. and O. Company's Steamer *Northam*, will be closed on THURSDAY, the 1st March, at 7 A. M.

MILITARY AND NAVAL MEMORANDA.

(From the Army and Navy Gazette.)

WE believe that the final touch has been given to the reductions in the army for the next financial year. On the whole they are less than we expected, and far less than rumour has put about within the last few days. As we announced some weeks since, two companies will be at once taken off each battalion of infantry at home or returning home, and 50 batalions will be thus affected. A hundred captains will be placed on half-pay, but we understand that this number will be somewhat lessened by the granting of a certain number of unattached majorities and lieut.-colonelcies to senior officers, whose places will be filled by the superfluous captains, the sum realised being carried to the Reserve Fund, out of which it can be again taken to diminish the half-pay list. The subalterns will remain in their regiments as supernumeraries until absorbed. We need scarcely say that all this will have a most prejudicial effect upon promotion, and the young gentleman thinking of direct commission in the infantry will have to wait a considerable time. The cavalry, we believe, will escape reduction altogether, and even the depot battalions are not likely to be touched for the present.

The colonelcies of the 3rd Hussars and 43rd Light Infantry have fallen vacant this week by the deaths of General Lautour and Sir Frederick Love. The former will be filled by Lieutenant-General Lindsay, whose name was mentioned in connection with the last vacant cavalry regiment, the 21st Hussars, which fell to Major-General Parlby. In that instance, the claims of seniority were preferred to those of seniority plus service, but in this case, seniority has its turn. No recommendation has yet been made to her Majesty respecting the 43rd Light Infantry, but, in all probability, an officer whose former services were connected with that distinguished corps will be moved to it. The last infantry vacancy was given to General Fox, whose claim was mere seniority on the list, and it is possible that a step may be taken this time downwards as far as Major-General the Hon. Sir A. Spencer, K. C. B., who has served in the field, and has held responsible commands for several years. As yet, however, nothing has been settled upon the subject.

Lieutenant-General Lord Templetown gives up his command of the Western District in April, and, it is believed, will be succeeded by Major-General the Hon. Alexander Gordon, now at the Curragh. General Gordon has been for some 12 years uninterruptedly on the staff, and is much to be felicitated upon his succession of commands.

By the death of General P. Augustus Lautour, G. C. B., colonel of the 43rd Light Infantry, the following promotions will take place:—Lieutenant-General the Hon. Sir Edward Cust, colonel of the 16th Lancers, to be general; Major-General Frederick Johnston to be lieutenant-general; Colonels E. C. Fletcher, Edward Bagot, and James Scargil to have the rank of major-general; Colonel Robert Lawes to be a major-general on the fixed establishment; and Major C. M. Green, 30th Foot, to be a lieutenant-colonel in the army.

By the death of General Sir J. F. Love the following promotions will take place:—Lieutenant-General F. J. Davies, Colonel of the 67th Foot to be general; Major-General Sir E. Macarthur, K. C. B., colonel of the 109th Foot to be lieutenant-general; colonel S. Tryon to have the rank of major-general; Colonel T. Williams, C. B., 8th Foot, now commanding a division in Bengal, to be major-general on the fixed establishment; Major N. Steevens, unattached, lately on the staff in Ireland, to be lieutenant-colonel in the army.

An order from the Horse Guards was received on January 18, at Chatham garrison, directing Captain Allen N. Adams, Ensign John Hugh Ford, and 31 non-commissioned officers and men of the 2nd battalion 23rd Royal Regiment to be held in readiness to embark for China, there to join the service companies of that regiment.

The two young officers of the 2nd battalion 23rd Regiment, Lieutenant Swinburne and Adjutant Hammersley, who were sentenced to three months' imprisonment, at Malta, on the 11th December, for assaulting the police, have been released from confinement by order of the governor, Gaetani Bisley; a petition, signed by the inhabitants of three cities and soliciting the pardon of the two officers, having been presented to him last week.

The Duke of Cambridge, says the *Pall Mall Gazette*, has lately performed a graceful act of justice towards the Royal Engineers. This, which is the most scientific corps of the army, in which admission for promotion cannot be obtained by purchase or favouritism, has been hitherto subjected to a regulation in garrison towns by which it often happened that a general officer of the Royal Engineers was commanded by a colonel of his junior, and who took the command because he was on what is called the Staff. This rule enabled any Artillery officer or any line officer to assume temporary command over the most scientific officers in the army, and the rule was all the more irksome inasmuch as an Engineer officer is always on the Staff except when commanding a regiment of Sappers. Captain Sir William Gordon at Plymouth, Colonel Chapman at Dover, Colonel Owen at Plymouth, and other Royal Engineers commanding their Sappers respectively in garrison towns and directing important scientific works there, instead of taking their due rank in the service, were obliged to obey the orders of a junior artillery man or line officer. An alteration was obviously needed in this respect, and the Duke of Cambridge deserves credit for the change. The more war becomes dependent upon science rather than on mere brute force, the more essential is it that the heads of the army should recognise the due position and rank of the most scientific branch of the service.

THE INDIAN ARMY.

(From the Home News, Jan. 26.)

"JUSTITIA," in a letter to the *Daily News*, says:—

"Year after year passes away, but the local officers of the Indian army get no redress for the injuries inflicted upon them by the amalgamation. Their great grievance is the abrogation of the Bonus fund, or the system of subscribing to purchase out senior officers, in the belief that when their own turn came to retire they would get a like sum from their juniors. This system was cordially approved of by the late Court of Directors in a despatch dated 14th January, 1857, and which despatch had been previously sanctioned by the Board of Control, and, consequently, by the British Government. On the faith of it the officers of the Indian army invested large sums of money in the sure and certain hope that in their turn they would receive them back. The Secretary of State for India now pleads as an excuse for not granting compensation for the large pecuniary losses inflicted upon the local Indian officers by his acts, that the bonus system was illegal, but the Indian officers believe that its legality could easily be proved before any impartial tribunal. Granted, however, for the sake of argument, that it was illegal, are not these officers entitled to compensation for losses incurred in transactions in which they were encouraged by the hearty approval of their Government? But at any rate, there is no doubt that very many officers of the Indian army are suffering cruelly in a pecuniary sense from the late changes. I know an instance of an office distinguished by an unusual proficiency in the native language, who has held several appointments of great trust and responsibility, the duties of which he invariably performed in the most satisfactory manner—I say I know of such an officer, who now, after 15 years' service, is still a subaltern—his juniors in his regiment drawing captain's pay by virtue of their rank in the staff corps; his prospect of regimental promotion gone in consequence of the abolition of the bonus system preventing the seniors retiring; and his patrimony invested in the purchase of steps, as he fondly thought to be recouped again, gone. Is not this a case, and there are many more like it, deserving compensation? The Indian officers appeal to the British public for justice—simple justice; they appeal to Parliament that the guarantee of their rights and privileges be faithfully carried out; they appeal to the country in defence of whose noblest dependency they fought, bled, and won; and I trust that the appeal will not be in vain."

"Observer," in a letter to the editor of the *Times*, says:—"The English public should not be left under the impression that the protected native States are entirely free from our control. Your correspondent, 'M. G.,' whose letter you appears in our last, represents the Rajah of Khetree as a powerful chief, with whose rights and wrongs we have nothing to do. This is hardly consistent with the course which your paper has taken in commenting on the late affray. A recent telegram informed us that the matter was being inquired into, and that explanations were demanded. It is just to the Indian Government that proceedings should be taken before a distinct instance of the power which can be brought to bear on a turbulent class whom some aver to be entirely beyond our control. In a former letter I included the States of Ava and Nepaul among those who only seem to be left alone. It is hardly to be conceived that either of their rulers would have the temerity to lead an army into our territory. Your correspondent also informs us that the pacific intentions of the State of Hyderabad always depend on the single *de facto* ruler for the time being. This State is surrounded by our territory, is guaranteed by the presence of an army of 350,000 English and native troops, and yet cannot be said to have its own army of six regiments of infantry, four of cavalry, and four batteries of artillery. The fact is that the results of the selfish and feeble policy of the late East India Company are brought face to face with the interests of England, and, as you said in your able article of the 6th January, 'it makes a very difficult subject, but it is one which must be fairly grappled with some day or other.' The final introduction of a well-organised police force throughout the whole of India is urgently required, and if Government will only act with determination and patience the most desirable reforms may be effected. The great difficulty to overcome is the tenacity with which the Anglo-Indians cling to the tradition of the 'good old native army,' and the aversion with which its being parcelled out piecemeal to every force is regarded; but the English people will perhaps recognise that the time has come to allay as much as possible the native military element in India, which constitutes so much danger to the State and necessitates the locking up of 70,000 of our troops in a tropical climate."

THE BANDA AND KIRWEE BOOTY.

From the Overland Mail, Jan. 26.

THE further hearing of this case in the Admiralty Court was resumed on Monday, the 22nd inst., when Mr. Brett, Q. C., proceeded with, and concluded his address on behalf of General Rowcroft and his command. In the year of the Lord Clyde, he said, there was one plan, one operation to be performed, by which the rebels were to be swept from the south from the Nerbudda to the Jumna, there to be cut to pieces or destroyed. Sir Hugh Rose's was the fighting column, and it was necessary that it should be supported, and in order to do this the capture and occupation of Kotah was necessary to command it. Kotah could not have been occupied by Sir H. Roberts, Sir Hugh Rose could not have moved from Saugor. The learned counsel then quoted various documents to show that after Sir Hugh Rose had captured Jhansi, he could not move from that place towards Calpee until Sir H. Roberts had detached General Smith from the Rajpootana column to co-operate with the Central India field force, and successfully accomplished that object. It was for by Sir H. Roberts, long before the period had arrived for carrying out the intended co-operation, and contended that in deciding upon the present case his lordship would exercise a large discretion. Precedents were scarcely to be found in such, and naval cases were no guide in a case of this nature, a fleet being complete in itself, whereas military operations upon a large scale could only be carried on by combined forces. Therefore, the only safe rule of distribution is that all who have taken part in the strategical operations by which the booty was captured, ought to be allowed to share; this was the great and just law of nature, without a recognition of which it would be in vain to look for a satisfactory solution of this most important question.

Mr. Cohen followed also on behalf of Sir Henry Roberts, and said that he must at the outset complain of the way the plaintiff's had constructed the map which had been placed in court for his lordship's guidance, but which, instead of a guide, had only been a confusion and a snare. The learned counsel then quoted from *Thornton's Gazetteer*, to show that Rajpootana, although not marked upon the plaintiff's map as being in Central India, was really as much a part of Central India as that wherein Sir Hugh Rose carried on his operations, which operations were not depending upon the advance of this or that column, but required a combination of various forces; and, moreover, as all the columns engaged in suppressing the rebellion had captured booty of greater or less amount, all, therefore, must be considered as entitled to share in the treasure taken, as the result of the general operations of the campaign. The plaintiff did not say how this was captured, and there was no evidence to show that Kirwee was ever in the hands of the rebels, or that there was any fighting in its neighbourhood. As to the booty captured at Banda, its capture was known to be the result of the battle of Banda; but, with respect to the Kirwee booty, its capture could not be traced to any particular military operation, and even the plaintiffs themselves could not pretend that the surrender of Kirwee was due to any other influence than that to which all the other columns had contributed. There seemed to be a strange kind of mystery connected with the taking of Kirwee, and while Sir G. C. Whitlock was communicative enough with respect to the battle of Banda and the relief of Kirwee in December, he was singularly reticent with respect to the capture of Kirwee at the taking of the booty in the previous month of June. The learned counsel then referred to the Deccan case, and said that there was no doctrine of actual capture, for, if there were such a doctrine, it must be limited to those who actually laid their hands upon the booty, and then very few even of the capturing force could be allowed to share in the distribution. Actual capture was, in fact, only a relic of barbarism, which allowed the taker of spoils to keep them for his own selfish uses, whereas civilization recognized a more equitable code, and gave to those who had co-operated for the general result a share of booty captured.

Mr. Coleridge, Q. C., then addressed the court on behalf of General Michael Smith's column, and had not concluded his argument when the court rose.

On Tuesday Mr. Coleridge continued his address. He said that he had the honour of appearing for General Smith, whose column was detached from the Rajpootana column under the command of Sir Henry Roberts, and subsequently attached to the Central India field force under Sir Hugh Rose, and therefore it would follow that if Sir Hugh Rose and the rest of the Bombay column should be permitted to share as constructive captors of this booty, General Smith would also be entitled. He thought he should be able to satisfy his lordship that but for General Smith, Sir Hugh Rose could not have defeated the rebels in the various engagements in which he encountered them, and that by so doing he relieved General Whitlock of the necessity of doing the same work. It was necessary, for instance, that Chandree should be kept out of the hands of the rebels, and Sir Hugh Rose could not have effected this object without the aid either of General Smith or of General Whitlock; therefore, if General Smith could prove himself to have rendered this important service, it would have fallen to General Whitlock, who would thus have been unable to march when he did upon Banda and Kirwee, and so possess himself of the booty which was the result of this canse. The learned counsel then referred to General Whitlock's own account of the capture of the booty to show that the operation partook of a civil rather than a military character, and he further contended that all those who took part in carrying out the strategical plan of Lord Clyde were engaged in one combined operation, of which the booty was the result, and that therefore Sir Hugh Rose and those who assisted him, among whom must be reckoned General Smith and those under him, were entitled to share.

Mr. Bullar followed on the same side, and said that it was evidently in the mind of the Queen and of her advisers to distribute this booty as a free gift to those forces by whose joint exertions it had been taken. He thought it had been completely proved that General Smith was under the command of Sir Hugh Rose, and if any additional proof was required, he would point to a letter of the Governor-General, written at the time of these occurrences, in which Lord Canning spoke of General Smith's force as being attached to the forces of Sir Hugh Rose.

At the conclusion of Mr. Bullar's address, the court rose for the day.

On Wednesday Mr. W. M. James, Q.C., addressed the court on behalf of General Wheler and the rest of the Saugor garrison. He said that as he must to a certain extent go over the same ground which had been occupied by his learned friends who had preceded him on behalf of Lord Clyde and his other officers, by whose joint columns had contributed. There seemed to be a strange kind of mystery connected with the taking of Kirwee, and while Sir G. C. Whitlock was communicative enough with respect to the battle of Banda and the relief of Kirwee in December, he was singularly reticent with respect to the capture of Kirwee at the taking of the booty in the previous month of June. The learned counsel then referred to the Deccan case, and said that there was no doctrine of actual capture, for, if there were such a doctrine, it must be limited to those who actually laid their hands upon the booty, and then very few even of the capturing force could be allowed to share in the distribution. Actual capture was, in fact, only a relic of barbarism, which allowed the taker of spoils to keep them for his own selfish uses, whereas civilization recognized a more equitable code, and gave to those who had co-operated for the general result a share of booty captured.

Mr. Coleridge, Q.C., then addressed the court on behalf of General Michael Smith's column, and had not concluded his argument when the court rose.

On Tuesday Mr. Coleridge continued his address. He said that he had the honour of appearing for General Smith, whose column was detached from the Rajpootana column under the command of Sir Henry Roberts, and subsequently attached to the Central India field force under Sir Hugh Rose, and therefore it would follow that if Sir Hugh Rose and the rest of the Bombay column should be permitted to share as constructive captors of this booty, General Smith would also be entitled. He thought he should be able to satisfy his lordship that but for General Smith, Sir Hugh Rose could not have defeated the rebels in the various engagements in which he encountered them, and that by so doing he relieved General Whitlock of the necessity of doing the same work. It was necessary, for instance, that Chandaree should be kept out of the hands of the rebels, and Sir Hugh Rose could not have effected this object without the aid either of General Smith or of General Whitlock; therefore, if General Smith could prove himself to have rendered this important service, it would have fallen to General Whitlock, who would thus have been unable to march when he did upon Banda and Kirwee, and so possess himself of the booty which was the result of this cause

attention of the Society to the vast field which was open to their labours in the province of Nagpore.

The Rev. Mr. Keer then addressed the meeting in support of the resolution, and expressed his gratitude to the Society, for the ready assistance they had rendered him immediately on his arrival on these shores. He, however, differed somewhat from the reverend gentleman who had moved the adoption of the report, (Mr. Weatherhead) in regard to denominational differences being dropped at these meetings. For his part he believed they were all "Tractarians" in the true sense of the term.

The Rev. Dr. Wilson then made a few remarks and offered a few suggestions as to the means of advancing the usefulness of the Society.

The Rev. D. Macpherson moved and Mr. DuBois seconded the following resolution, which was carried :—That the following gentlemen be the office-bearers of the Society for 1866 :—*President.*—Major Candy. *Committee.*—Messrs. E. Heycock, A. Stewart, J. Sands, H. Birdwood, A. Taylor, G. R. Wilson, Rev. J. S. Weatherhead, J. Scorgie, F. A. Spencer; and all the Protestant Ministers who are members of the Society. *Secretary.*—Rev. G. Bowen. *Treasurer.*—Mr. J. Sands.

The meeting was then closed with prayer and the Benediction by the Rev. Dr. Wilson.

SHAKESPEARE ON AN INDIAN STAGE.

"WHO wrote Shakespeare ?" is the question of one of those underlings in *High Life Below Stairs* who ape their lords and ladies above by discoursing of Shakespeare, taste, and musical glasses. The question is not one that would fail to find an intelligent answer from most of the educated natives of Hindostan, for a knowledge of our great dramatic and epic poets, Shakespeare and Milton, goes now to supply the place, in the education of the modern Hindoo, formerly occupied by fantastic sciences and religious fables. What would "Sweet Will" have thought if his muse had revealed to him that after some generations his name would become known in what was then the Portuguese settlement of Bombay (of which he probably never heard) in the far distant land — that his plays would become to the swarthy natives of this country, "familiar in their mouths as household words" —and that the stern and the airy creations of his brain would find exponents in regions far beyond the bounds of Christendom ? The Shakespearian critic will likely say that he would probably, in anticipation of such a world-wide circulation, have taken a little more care with his productions, and removed blemishes from them. However this might have been, his tragedies and comedies, written for the exclusive gratification of the audience of a London theatre, have not only spread over the land of the poet's birth, and found a corner upon the drawing room table even of the Puritanic Scotch clergyman, but meet with almost as much favour in America and over the continent of Europe, and, still more, have been represented upon an Indian stage.

The Elphinstone Coilege Shakespeare Society is the name of a Bombay institution, now about a year old, at which the parts are almost solely native students of the Elphinstone College. On Tuesday night it showed that its study of Shakespeare had not been to no purpose, by producing *The Twelfth Night ; or, What You Will*, before a select company of spectators, which included the *elite* of the ladies and gentlemen of Bombay—His Excellency the Governor amongst them—and several native gentlemen. A class room of the College, large enough to accommodate the visitors comfortably, and finely got up for the occasion, was set apart for the purpose, having a neat little stage at one end, and at the other the semblance of a gallery, which was occupied by about a dozen "gods" in full dress, to whom a facetious gentleman of the bar (we don't mean the lemonade-and-gingernut's man) imparted from the pit—after the old-fashioned style at home—the somewhat unnecessary caution to "mind their pockets !" About nine o'clock, the "gods" having been reduced to order, and the denizens of the pit and stalls taken their seats, the curtain rose and all eyes were fastened upon the *debutants* of the stage. In the first scene—a boscage, in which *Duke Orsini* pines over his unrequited love for *Olivia*, calling for music as the "food of love"—there was a little embarrassment visible on the part of the principal actor. There is one important advantage, however, that native amateurs possess over those of Europe—any blushing there may be under the (and consciousness of being observed blushing usually increases his embarrassment) does not show itself upon their tawny cheeks. But the following scenes showed that the company was generally easy and self-possessed, and the play went on towards its consummation with unflagging briskness.

Viola—the disguised page of the Duke—(personated by a young Hindoo, who had no well founded claims to the feminine gender)—was dressed in a most tasteful style, and conducted herself with considerable sweetness of manner, blended with a touch of sentimentality that suited the character well. *Diana* (another young Hindoo) was rather tall for the part, (and the Duke—her destined partner *Sebastian*) ; a little too heavy also in her acting, and her mourning costume did not exactly suit her complexion. Nevertheless she acquitted herself satisfactorily. But what shall we say of Olivia's maid, the witty tricky little *Maria* (set down on the programme as Mr. H. J. Bhabha) whose pretty face and sweet voice and fascinating coquetry delighted the gentlemen in the audience ? Mr. Bhabha must have been well trained in his part, and particularly in his coquettish way of leaving the stage : it is only a pity that so many charms are lost to the fair sex.

Such were the "ladies" of the company ; and now a few words about the gentlemen. The Duke (a Parsee) seemed more a Mynheer and swell than a sentimental lover, and his tall and lank proportions were a little out of keeping with the dimensions of the stage—though in that respect he might have matched well with *Olivia*. It would be obviously unfair to draw any comparison between this performance and similar representations at home, in which particularly is the case with regard to the character of *Sir Toby Belch*. The tipsy boisterous *Sir Toby*, as represented on the stage of the Elphinstone College, would not likely have been recognised by "Will" himself had he happened to be present ; but he made as good an appearance as any one could reasonably have expected, and to his credit the character was free from all that vulgarity which most amateurs would mix up with it. *Sir Andrew Ague-cheek*, the bold and the cowardly, was very tastefully, though quietly personated. The *Clown* had a great deal of rough merriment in him that suited his character, and his ventriloquial imitation of "Sir Toby," and other gentlemen was capital. But perhaps the best character of the piece—excepting *Maria*—was *Malvolio* (Mr. E J. Khoree), and the most pleasing scenes were those in which he figured —such as when he soliquizes on finding the love-letter, dropped purposely by *Maria* ; when he makes his subsequent ridiculous appearance before his mistress, *Olivia*, from whom the letter appeared to have come ; and, again, when, a supposed madman, he receives consolation from the *Clown* as "Sir Topas," while confined in a dark room.

Such were the leading characters in the piece, which was altogether executed in a most creditable manner. It was particularly gratifying as an evidence of the advanced education of the performers, though it is to be hoped that they will not attempt to carry Shakespeare's obsolete phrases into the ordinary life. The play was necessarily abridged, and occupied a little more than two hours in its performance. The applause of the audience was frequent, particularly at the close, when the actors acknowledged the compliment by re-appearing upon the stage to make a farewell bow.

MAZAGON POLICE COURT.—21ST FEB.

(BEFORE F. L. BROWN, ESQ.)

THE CRIMINAL TRESPASS CASE.—Issa Ahmed, Soomar Ahmed, Camtapursad Hurrylal, and Adam Oosman were again placed before the magistrate on a charge of criminal trespass in coming down the house of Shapoorjee Hussonjee, and also for assault and mischief.

Mr. Anstey appeared for the prosecution ; Mr. Howard for Mr. Macfarlane ; and Mr. Bayley for the other defendants.

The case has been on before His Worship several times, and the main facts of the prosecutor's case have been already published in these columns. At the previous hearing, Mr. Anstey applied that Mr. Macfarlane, on the evidence which had been then adduced, be at once placed as a defendant. His Worship declined to do so until he should have had time for consideration. At the hearing this day, Mr. Macfarlane was made a defendant, and Mr. Howard appeared on his behalf.

Two more witnesses were examined, whose evidence was nearly to the same effect as that of the prosecutor ; and some other witnesses were called on his behalf. Nearly the whole day was occupied in the examination of these witnesses, and they were cross-examined at considerable length by counsel for the defence. Further enquiry has been postponed until Wednesday next.

SMALL CAUSE COURT.—21ST FEB.

(BEFORE J. F. HOBE, ESQ., FIRST JUDGE.)

The P. and O. Company vs. *Richard Lister.*

Mr. Crawford appeared for the plaintiffs.

Mr. Thacker for the defendant.

This action was brought to recover Rs. 535, as damages sustained by the plaintiffs by reason of the defendant's breach of a contract dated 24th December 1863. The agreement was to the effect that for the sum of £10 per mensem the defendant was to serve the Company as a plumber on board any of their vessels or on shore either at Bombay or abroad ; and at any time after the expiration of three years from the date of the agreement he was at liberty to terminate his engagement on giving six months' notice of his intention to do so. The Company were, on the other hand, at liberty to terminate the engagement by giving defendant three months' notice. In case of neglect of duty, insubordination, drunkenness, or other misconduct or incompetence through ignorance, the defendant was liable to be discharged and to forfeit all claim to a free passage to England. Mr. Crawford stated, that the defendant left the Company's service not only without notice but that he accepted service elsewhere before the termination of his engagement. When he went to ask for his pay, he was remonstrated with about his conduct, and he then said he would give an answer the following day whether or not he would work any more for the Company. The sum claimed was what it would cost the Company to bring out another man in the defendant's place.

Mr. Thacker contended that there was no breach of contract on the part of his client, that no money had been paid by the Company to find another man in the defendant's place, and that no damage had accrued. About noon on the 28th November 1865, his client was sick and left his work and remained away from sickness the next day. When he returned to his work on the 30th November, he was told by the foreman that he was discharged and that he might get his discharge in the office and go away.

Mr. D. Phillips, Superintendent in the employ of the Company, stated among other things that on the 24th December last, the defendant went to his office and asked why he was not paid his salary for the preceding month. He was told that it was so because he had taken employment elsewhere. He admitted that he had done so. He was given twenty four hours' time to consider whether or not he would return to his work, and was informed that if he did not return he would be made an example of. By his absence the Company were put to very great inconvenience and expense in consequence of having had to find other men to work overtime at 50 per cent. more than the usual salaries.

Mr. S. W. Dyson, foreman plumber and coppersmith, said the defendant had been several times irregular in his attendance and sometimes left his work without saying a word to anybody. On one occasion he stayed away five or six days. In consequence of his absence witness had to keep men to work overtime at 50 per cent more than it would otherwise have cost the Company.

Mr. Thacker, in defence, submitted that no damage was proved, as no person had been brought to supply the defendant's place and no further expense had been incurred by the Company. There was nothing in the agreement by which the defendant might be made to refund the amount of his passage money. The evidence was wholly insufficient to prove the damage claimed.

His Honor, in giving judgment, remarked that the single question for the Court to consider was, what were the damages which the Company had sustained by reason of the breach of the contract, without at all enquiring into the motives which induced the defendant to break it. It was quite clear that the contract was broken by the defendant. And the Court, taking the whole of the circumstances of the case into consideration, thought that the Company had suffered damage to the extent, at all events, of one-third of the full amount. The extra wages paid to other men, in consequence of the defendant's absence from his work, was also a damage to the Company, for which the Court allowed them Rs. 50 additional. The verdict was, therefore, for the plaintiffs for Rs. 216-10-8.

LAW.

HIGH COURT.—ORIGINAL JURISDICTION.

Tuesday, 20th February 1866.

(BEFORE SIR JOSEPH ARNOULD.)

IMPORTANT CASE.

The Bank of Hindustan, China, and Japan vs. *F. W Sedgwick and Joseph Bulkley.*

Mr. White (Officiating Advocate General) and Mr. Mayhew, instructed by Messrs. Kelly, Hore, and Manisty, were for the plaintiffs ; Mr. Bayley and Mr. Marriott, instructed by Mr. Stanger Leathes, for the second defendant. Mr. Sedgwick, the first defendant, was in Court, and in answer to his Lordship said he did not mean to offer any defence.

Mr. White in opening the case stated that the suit was brought upon a promissory note, dated 26th January 1865, payable on demand, made jointly and severally by the two defendants, and for the sum of Rs. 48,000. From a written statement which had been filed, it appeared that the defence to be set up on behalf of the second defendant was (1) that the note was improperly stamped ; (2) that it was void so far as that defendant was concerned by reason of material alterations having been made in it without his consent ; (3) that he was merely surety for the first defendant ; and (4) that without his consent an extension of time was given to Mr. Sedgwick to pay the amount for which the note was given. The document, contained the learned counsel, purported to be for "Rs. 48,000 for value received," and payable on demand ; but there was an honourable understanding come to between the parties that no demand for payment should be made until a particular day named in the document, and accordingly that date—viz. 29th March—was written over the note. With regard to the stamp, he contended that, as this was a note payable on demand, a one anna stamp was sufficient, and that the memorandum upon it, "June 29th March," which was subsequently altered to May, and then to June, was no part of the note.

His Lordship—It seems to be an agreement that demand should not be made for payment before those times.

Mr. White said it was merely a memorandum, made for the purpose of keeping a record as it were of this arrangement, this honourable understanding, that was come to.

His Lordship—The explanation given to me in some such cases has been that the note was not to run beyond the time specified in the memorandum, but that the demand might be made at any time within that date.

Mr. White afterwards proceeded to the question of suretyship, and in doing so narrated the circumstances under which this note was given. Mr. Sedgwick and Mr. Bulkley were two gentlemen, who, he said, at a time when Bombay was oppressed with the mania of speculation, agreed jointly to speculate, as many other gentlemen did at that time. Accordingly Mr. Bulkley—who now disputed his liability under this note—entered into a contract for the purchase of eight Frere Land shares, and the arrangement between Mr. Sedgwick and himself was, that each should take four. The purchase was made at rather high prices, and before the time came to pay for them—there being generally two or three days allowed for the completion of a purchase of land company shares—the market had fallen, and Mr. Bulkley determined not to take up his shares, or, in other words, to pay the difference between the contract price and the price on the day of settlement, and thus got rid of his bargain. Mr. Sedgwick had not money enough to do like the rest of his four shares, and therefore took actual delivery of them : and, in consequence, he and Mr. Bulkley went to the Bank of Hindustan to raise a sufficient sum to enable him to pay for them—which they obtained upon the promissory note now before the Court. Now this Lordship would see that the signature of Mr. Bulkley joined with that of Mr. Sedgwick under such circumstances as these made the case very different from one of ordinary security. Mr. Bulkley himself was under liabilities to complete this bargain—he was the party who had contracted with the broker to buy the eight shares, and he therefore was bound to pay for them or settle for the differences with the broker, the arrangement with Mr. Sedgwick for the division of the shares being between themselves. It was of as much importance for him as for Mr. Sedgwick that the money should be obtained ; in fact, more so, for Mr. Sedgwick's liability was only to Mr. Bulkley, whereas that of the latter was to the broker. Therefore, in substance, this was a joint loan ; and the fact that the money was paid over to Mr. Sedgwick made no difference whatever. If that was the case they would of course get rid of all that part of the written statement which was grounded upon the extension of time, of which Mr. Bulkley said he was ignorant. But, furthermore, they had evidence of acquiescence and consent on the part of Mr. Bulkley to that extension of time, and even of the letter directly he gave to Mr. Sedgwick to procure a renewal of the note. They were prepared to show that in the month of March, when Mr. Bulkley was about to leave for England, Mr. Sedgwick saw him and reminded him that the note would soon fall due and that the Bank of course would require payment ; and Mr. Bulkley then told him that he must do the best he could to get an extension of time. Further, they had a letter from Mr. Bulkley dated 16th June, from that well known classic part of London, the Pump Court, Temple, containing various expressions which showed that he acquiesced in the renewal of the promissory note, and that neither of the young men were then in a position to pay. The learned gentleman apprehended that, with that evidence, they would be able to recover upon the note. The defendant, he remarked, relied upon the fact that as Mr. Sedgwick's name was on the discount slip alone, therefore Mr. Bulkley was only surety ; but that, he thought, went a very little way.

The following issues were then drawn up by the Court :—

1. Whether the promissory note was properly stamped so as to be received in evidence.

2. Whether the second defendant was discharged by reason of material alterations appearing on the face of this note, or of some or any of them.

3. Whether the second defendant did not sign the promissory note as surety for the first defendant.

4. Whether the relation of principal and surety was known to the plaintiffs as existing between the first and second defendants at the time of the making of the note.

5. Whether the existence of such a relation as mentioned in the last issue was known to the plaintiffs at the time of the alleged subsequent renewals or any of them.

6. Whether the plaintiffs gave time to the first defendant, without the assent of the second defendant, so as to discharge the second defendant from his liability on the note.

Mr. Francis Wm. Sedgwick was called by Mr. White, who was proceeding to prove the promissory note, when

Mr. Bayley objected to the document being received as it was insufficiently stamped. A one anna stamp, they were aware, was sufficient for a bill payable on demand, but in this case, although the note purported in the body of it to be "payable on demand," yet "29th of March 1865" had been written after the printed word "June," above the original date, then "March" had been struck out and "May" inserted, and finally the date at the top was altered to the "29th June." There were thus, in point of fact, three different renewals. Now, he contended, that on the face of it this appeared to be a document which was not payable, at least, until two months after date. Three days of grace had been allowed in addition to the two months, as was the custom both here and in England in the case of such documents—thus making it payable on the 29th of March, which was two months plus three days from the 26th of January.

His Lordship said the only question was, whether they should not have some explanation from mercantile men, as to the effect of these dates—as to what they really meant. There was a patent ambiguity on the face of the document. He was unable to determine yet whether the document came under the category of documents payable on demand or not. It was very difficult to say that on the face of it this was so clearly a bill payable on demand as to lead him to come to the conclusion that it ought to be considered as such.

Mr. White said that of course he had intended to give evidence of the kind required.

His Lordship thought it should be taken now.

Mr. Alex. Thompson, manager of the Bank of Hindustan, was called, but as it appeared that he did not come to Bombay till the middle of February 1865

Mr. Bayley objected to his evidence as to usage being received.

His Lordship did not see how he was to get any evidence then. He wanted *bona fide* to know whether this was a document payable on demand. He had never met with a case of the kind before, and he did not know whether the point had ever been decided.

Mr. White—It must be decided by mercantile usages.

Mr. Bayley—I submit that there is no greater ambiguity here than in a lease or any deed where two dates are given.

The Court adjourned for half an hour at this stage, and on resuming

His Lordship said—In the absence of authority I should be very much inclined to think this was a promissory note, payable two months after date, on demand—that is to say, whatever the date might be.

Mr. White said he had only been able to find two cases in which similar words were written upon a promissory note—viz. *Fanshaw* vs. *Peat* (25 Law Journal Exchequer, p. 314) and *Fitch* vs. *Jones* (5, Ellis and Blackburn, p. 238).

His Lordship remarked that, looking at all that appeared on the face of this bill, the question arose, whether it really was self-contradictory, or whether it might not naturally be read as payable on the due date, on demand—*i. e.* without any days of grace.

Mr. White said that by the body of the bill it was evidently payable on demand, but the question was, whether, notwithstanding the memorandum, it was not the intention that there should be an ever present liability. A bill such as this, payable on demand, but the demand upon which was not to be made for two months, would be treated, he thought, as a bill payable on demand within the stamp laws.

His Lordship apprehended that that could not be so, because bills payable on demand, under the stamp laws, must be taken to mean bills *bona fide* payable on demand.

Mr. White submitted that until his Lordship had evidence as to what would be the effect of the memorandum, he would not be in a position to decide the question of the construction of the note.

His Lordship—No doubt, if it were self-contradictory on the face of it, it would be so, but I very much doubt, on consideration, whether it should be taken as self-contradictory.

Mr. White—Not legally contradictory ?

His Lordship—No : not contradictory even to common-sense.

After some discussion as to days of grace, which Mr. Bayley showed were not allowed in the case of a promissory note payable on demand,

Mr. White remarked that the question was one of very great importance to bankers.

His Lordship said it was also a question of very great importance to the revenue, and it seemed to him just a case in which attention to the revenue must be paid.

Mr. Bayley pointed out that in the cases cited by Mr. White the memoranda made on the notes were simply corrections and did not interfere with the legal view of the question.

His Lordship asked if there was any evidence as to whether the due date, in the present case, was filled in after the note was drawn up, or at the time.

Mr. White said the fact that the word "Due" was in print, like the rest of the form, afforded *prima facie* evidence that the date was filled in at the time.

Mr. Bayley said the question was not as to whether the custom of bankers was to draw up promissory notes like this one or not, for any evidence to prove that such was the custom of bankers would merely go to show that they were daily defrauding the revenue. He contended that if they required to see was, what, on the face of the document, the parties had contracted to do ; and that no extrinsic evidence could be allowed to vary the terms of the document. This, he submitted, was not an irregular instrument ; it was not ambiguous—it was not conditional—it was a promise to pay absolutely at a certain period on demand.

His Lordship said that if there was on the face of the document such an ambiguity as to require that an explanation should be given in evidence, such an explanation could be received ; but if it could be read without ambiguity, no doubt it was the duty of the Court to decide upon its terms without a reference to evidence.

Mr. Bayley submitted that its terms were perfectly clear, and that it was actually in the first instance a promissory note payable two months after date, and therefore was inadmissable on account of its being insufficiently stamped. The proper stamp, he maintained, could not be affixed now, neither could the document be received for any purpose whatever.

Mr. White said his Lordship had no evidence to show when the date after the printed word "due" was written upon the note, and that it might have been added after demand was made for payment.

His Lordship said that question would have that point cleared up. I thought it was admitted.

Mr. White said there was ambiguity in the promissory note as to whether it was a document payable on demand, and then two months, days of grace, or a document payable on 29th March, and therefore entitled to days of grace. It must be either one or other ; and he did not think his Lordship would be in a position to decide on that point until he had evidence of commercial usage. He quoted from Justice Byles to show that a memorandum upon a note was sometimes considered to control its terms and sometimes not ; and he submitted that his Lordship would require evidence to show whether in this case it could or not. He asked his Lordship to be allowed to continue the examination of Mr. Sedgwick.

Mr. Sedgwick was accordingly recalled, and in reply to the Court said he could not state when the writing "29th March 1865" was put upon the note.

His Lordship—Did you consider that the demand lay upon you at once ?

Mr. Sedgwick—I was not to be called upon if I could not pay before the 29th of March.

His Lordship—Then surely it must have been upon it ?

Mr. Sedgwick—That I cannot say. I merely signed the note and left the Bank. I was not to be called upon to pay before the 29th of March —*i. e.*, if I could pay before that date I was to do so, but if it was not convenient I was not.

His Lordship—You could not be compelled to pay before the 29th of March ?

Mr. Sedgwick—No.

His Lordship—If the objection be insisted on as to my going into further evidence on this point, I think I must give way to it.

Mr. Bayley pressed the objection.

His Lordship—I have to say whether this promissory note, which is on stamped paper of the value of one anna, is, within the terms of the 10th clause of the schedule of the Stamp Act (No. X. of 1862), a promissory note payable on demand and bearing the date on which it was made, or whether it do not come under the other category as a note payable at any period not exceeding one year after date. The only evidence I have as to the effect of the note is that of Mr. Sedgwick, one of the parties who made the note, who says that he could not have been compelled to pay till the 29th of March. Well, then, reading the note by the light of that evidence and according to all the material words that appear on the face of it, it appears to me that I must read it thus :—This is a note for payment of Rs. 48,000 at a period not exceeding one year after the date—viz, on the 29th of March 1865, the date of the note being 26th January 1865,—and then payable on demand. As far as I can see my way, taking all the material words on the face of the note into consideration, coupled with the only evidence of fact which I have called to prove the agreement between the Bank and one of the persons signing the note, that is as it seems to me the construction which must be put upon it. And that being so, I must say that in my judgment—which I am glad to say is supported by the opinion of my colleague—the note is not a note not properly stamped, and therefore as one that cannot be received in evidence ; and if falling in my opinion within the terms of the 22nd clause of the Stamp Act, and coming under the words "other forms or orders for money" used there, it appears to me clearly to be an instrument to which sections 15 and 17 of the Stamp Act do not apply, and one therefore in regard to which the failure to make it on stamped paper of a proper denomination is a failure which can only be cured by any process known to the Stamp Act, and consequently that the document must be discarded as evidence now and hereafter. That being so ——

Mr. White—Does your Lordship disallow evidence of usage ?

His Lordship—Yes.

Mr. White asked his Lordship to take a note that evidence of that nature had been disallowed. He had intended to give evidence explanatory of the way in which such a document was treated in the mercantile world, and also regarding the circumstances under which the note was made.

His Lordship—I was giving my decision under the impression that you had no more evidence to give as to the circumstances under which the note was made.

Mr. Bayley submitted to his learned friend that, supposing the case should go to the appeal court, it would be desirable that the banker's discount slip of the 23rd December 1864 should be annexed to the statement.

Mr. White said it showed nothing.

Mr. Bayley—It shows that this Bank, and probably others, grant bills with a one anna stamp though not payable for several months.

His Lordship—And perhaps that is a very prudent method ; but in this case it appears on the face of the document that it was payable two months after date.

After some further discussion,

His Lordship came to the conclusion that the one anna stamp was not sufficient, and that therefore the note could not be admitted as evidence.

Mr. White argued that the promissory note might still be stamped, but

His Lordship intimated that he had not the least doubt that that was not the case.

Mr. White—Now that the note is out of the way, we shall fall back upon the loan, and we can go on with Mr. Sedgwick's evidence on that point.

Mr. Sedgwick, recalled, stated that he and the second defendant had entered into an arrangement to take Rs. 48,000 —jointly on 23rd December 1864, and that it was procured for the purpose of paying for four Frere Land shares. These shares had been bought by Mr. Bulkley for him ; he had bought eight altogether, but with the exception of his witness had nothing to do. They were bought at Rs. 8,000 premium—*i. e.* Rs. 12,000 a share. The contract was entered into on 21st December, and he himself had had nothing to do with the making of it. The value of them fell in half an hour afterwards. His four shares were bought at his own suggestion, and he knew that he would have to take them up. He went by himself to the Bank ; he had a deposit account there, and the money was passed to it. Mr. Bulkley went to England by the first steamer in March, and witness went on board and asked him what he was to do as the shares had gone down ; and he told him to do the best he could. This conversation was in reference to the loan. He afterwards received a letter (identified) dated 16th June, from Mr. Bulkley in England. Before he went home witness's four Frere Land shares had been exchanged for Bengal Credit Mobilier shares ; and Mr. Bulkley alluded in his letter to these shares as having been purchased with money—referring to the loan—for which he was partly responsible. He also expressed a hope that witness might be able to renew the note on which that loan was made. The arrangement between Mr. Bulkley and witness as to the purchase of the shares was made verbally on the morning of the 21st December, and was to the effect that eight shares should be bought—*i. e.* four for each—at a premium of Rs. 6,500 each. If witness had not paid for his four shares Mr. Bulkley would have had to do it. It could not be called a joint transaction, for each had power over four shares. Mr. Bulkley, he thought, returned to Bombay in September.

Cross-examined by Mr. Bayley—No portion of the Rs. 48,000 went to Mr. Bulkley. Witness gave a promissory note to the Bank for that sum on the 23rd December jointly with Mr. Bulkley—the note being payable on the 26th January, including three days' grace. The sum went entirely towards the payment of his own four shares. Mr. Bulkley, he believed, had monies of his own, with which he paid for his. He joined in signing that promissory note as surety for witness. Witness destroyed that first promissory note, after it was renewed ; it had a one anna stamp upon it. It was at his suggestion that the money was borrowed ; the suggestion that the shares should be purchased, was, he thought, the joint suggestion of both of them—they thought it would be a good thing. Mr. Bulkley exceeded the wishes of witness in purchasing the shares at a premium of Rs. 8,000. They agreed jointly to raise the money, and the loan was taken from the Bank of Hindustan in consequence.

By the Court.—He subsequently, of course, sanctioned the purchase of the four shares, by taking them up. He considered that the borrowing was joint, because it was to meet Mr. Bulkley's action that it was done. Mr. Bulkley agreed with witness to borrow the money on consideration of his taking up the shares.

Mr. Thompson, manager of the Bank of Hindustan, re-called, and examined by Mr. White, stated that he came to Bombay on the 11th February ; but did not take over the charge of the Bank till the 10th or 12th of March. On the 8th of September, after Mr. Bulkley's return, he wrote to him, asking him to take up the joint note. Mr. Bulkley called on him and said that at that time he was not in a position to pay as he had not got the money. He asked to see the note,—which was shown him ; and he then said he did not think that he was liable under it. He also said he would consult his solicitors. In answer to a subsequent note witness received a reply from Mr. Bulkley referring him to his solicitors.

This concluded the case for the plaintiffs.

Mr. Bayley then replied on behalf of the second defendant, showing from Mr. Sedgwick's own evidence that his client did not receive a farthing of the loan, and that as to the share transaction—which he contended could in no way affect the question—he had no interest in any of the shares except his own four.

An additional issue was then framed, as follows :—Whether the second defendant was liable to the plaintiffs for the sum claimed in the plaint or any part thereof.

His Lordship, in answer to Mr. Bayley, said he did not think it necessary to call Mr. Bulkley.

His Lordship, in giving judgment, said it appeared to him plain upon the evidence that Mr. Sedgwick's four shares were bought by him three days after Mr. Bulkley, and that the Rs. 48,000 was borrowed of the Bank in order to pay for them and had nothing to do with the other four shares, for which Mr. Bulkley had paid. Then—the note being out of the question—did Mr. Bulkley in any sense appear to have made a joint loan ? It appeared to him that he did not ; for Mr. Sedgwick had stated that he himself went to the Bank and received the money, and that it was passed to his account. Referring to Mr. Thompson's evidence proving an admission of liability on the part of Mr. Bulkley, and to the letter received from London, His Lordship said he did not consider them to be sufficient in a case of this kind. There was an absence of proof that there was an advance made to Mr. Bulkley and Mr. Sedgwick jointly, and in the absence of such proof he thought that the expressions in the letter from London—which were merely approbated an admission of liability—were not sufficient to fix any responsibility upon the second defendant. He gave a decree against the first defendant with costs ; and, on the last issue raised, in favour of the second defendant, with costs.

SPORTING.

BOMBAY RACES—1866.

THE following *extra* Races will be run for this day :—

1ST RACE.—*A Hurdle Race.* Rupees 200, presented by Aga Jalal Shah, with Rupees 100 from the Fund. R. G. over six hurdles. Entrance 5 G. M. Weight 10 st. Professionals to carry 3 lbs. extra. The winner of the previous hurdle race to carry 7 lbs. extra.

Mr. Baily's	c. a. h. Rufus.
Major Crosbie's	g. a. h. Denmark.
Dr. Millar's	b. a. h. Ronald Bayne.
Major Candy's	b. a. h. Hafiz.
Aga Khan's	g. a. h. Abdool Wahab.
Mr. D.'s	c. a. h. Cheesecake.
Mr. Bell's	b. a. h. Ebrahim
Mr. Lamb's	b. a. g. Lanliff.
The Belouin's	g. a. h. Camel.
Mr. Walker's	c. a. h. Rocket.

2ND RACE.—*For all Horses,* with the exception of those mentioned in the 1st and 3rd Races. Winners to be sold, or during the Meeting once 7 lbs ; twice 10 lbs., oftener one stone extra. Maidens allowed 7 lbs. Horses that have never won 150 lbs. Horses that have never started 1 stone. Rupees 300 from the Fund. 10 G. M. entrance. 1½ mile and a distance.

Abdool Wahab's	b. a. h. Namook.
Major Crosbie's	c. a. h. Challenger.

3RD RACE.—*A Handicap for all Galloways,* Rupees 300 from the Fund. Entrance 100 Rupees. 3 G. M. forfeit for standing the Handicap. ½ mile.

Major Crosbie's	g. a. p. Dutchman.
Mr. Hogg's	g. a. g. Old Tom.
Mr. C.'s	b. a. g. The Don.
Aga Khan's	b. a. g. Jairam.
Do.	g. a. g. Nightingale.

4TH RACE.—*Consolation Stakes,* 200 Rupees from the Fund. ½ mile—catch weights 10 st. and over. Gentlemen riders. Entrance 50 Rupees.

Mr. B.'s	b. a. h. Ebrahim.
Mr. Burne's	b. a. h. Bob.
Mr. B.'s	b. a. h. Little Harry.
Mr. D.'s	c. a. h. Cheesecake.
Mr. Hume's	g. a. h. Chance.
Mr. L.'s	g. a. h. Little Tommy.

CORRESPONDENCE.

THE ROYCHUND DEEPCHUND LIBRARY.

To the Editor of the Bombay Gazette.

SIR,—The abovenamed institution, formerly known as the Broach Library, was formed about nine years ago, by the exertion of the much lamented Mr. Thompson, the then Deputy Collector of Broach. At first, as might have been expected, it could boast of little more than a couple of newspapers, and about the same number of periodicals ; as the idea began to be appreciated, so the number of subscribers became larger, and consequently the papers and periodicals were increased and a small number of books of sorts were added. About a couple of years ago, Mr. Coghlan, who was at that time the Judge, interested himself, and a meeting was held to consider the generous offer of Rs. 4,000 of Mr. Premchund Roychund's towards erecting a new building, and for the purchase of a good stock of books. The meeting was well attended, and it was decided that in consideration of Mr. Premchund Roychund's gift, the new building should be called after that gentleman. He, however, with his usual modesty, desired to have the building called after his worthy father, so it has since gone by the name of the Roychund Deepchund Library. It was then suggested that a like sum should be subscribed by the Broach inhabitants, which was so well carried out that something over Rs. 3,000 was at once raised ; however, as this sum was not sufficient to erect a suitable building, the matter was allowed to rest till lately, when it was decided that something should be finally settled about the building, in furtherance of which a plan was drawn out and approved of, the wood promised by Government was procured at the cost of felling, and the site was given by Government. But it all ended in one simple fact, that there was about Rs. 5,000 less than was required. It now remains for Mr. Premchund Roychund to come forward with his renowned generosity, and a building will be erected which will do honour to the name of Roychund Deepchund.

A SUBSCRIBER.

Broach, 20th February.

THE WATER SUPPLY TO POONA.

To the Editor of the Bombay Gazette.

SIR,—In your columns of to-day I see an extract from the *Poona Observer* with reference to the water supply for the camp and city of Poona, wherein it is stated, the Government have it in contemplation to remove the pumping machinery *from the right to the wrong side of the river,* and to raise the present bund five feet higher, and that the present building accommodating the machinery have cost Rs. 25,000 ; these latter, being a meritorious gift of the Honourable Rustomjee Jamsetjee Jeejeebhoy, given, no doubt, under the advice and consideration of the Government, *who* are certainly never lax in accepting monetary service from its subjects in any public work.

From the above category, which must be presumed to be true from the fact of Poona being altogether deprived of a proper or an efficient water supply, the corollary to be drawn is one of inefficiency in the simplest requirements of hydraulics in the Public Works Department, another of mismanagement, another error in inducing the honourable gentleman to pay for these errors to amuse the incompetent labours of, I presume, a *Royal* Engineer.

Why, I ask, is the machinery to be taken across the river when it is known to be incapable of doing the work required of it ?

Why talk of making reservoirs amongst the little hillocks on the other side from Poona when it was known that the arches are much too low ?

Why have not the Government constructed (as they ought to have done) long ago the water works scheme of the Ambigaum valley ?

And further ; if the great wants of the camp and native community of the city of Poona (certainly the most densely populated in Western India) had received any consideration at the hands of Government, why has not the Kartridge lake been cleared out, its sluices and channels repaired, and the only source of pure sweet water secured to the people. Rather this a thousand-fold than to raise the bund five feet, or *five inches,* to accumulate an increase of the filth and ordure of a city containing from 30 to 40,000 people. The weakest tyro in engineering science would long ago have removed the bund altogether and have had it placed above the city, not only for a pure water supply, but for flushing the present city drainage, and to increase its height, and with this its abominations is to solemnize the foundation of Poona as the plague spot of the Presidency. Are medical reports of no value in proving by analysis the putrid stuff the Government give to its servants and its subjects, and the mistaken principle of allowing a water supply to run down the bed of the river until you stop it by the gratuitous gift of one member of a family, and induce another to aid by noble gifts in pumping it up to the required supply again ?

I pause for a reply and an open discussion of this important question.

THALMA.

Bombay, 21st Feb.

INDIAN NEWS-LETTERS.

(From Our Own Correspondents.)

CALCUTTA.

A RETRACTATION FROM OUR CALCUTTA CORRESPONDENT.

To the Editor of the Bombay Gazette.

SIR,—With reference to a letter received by you (and of which you have forwarded me a copy) from Messrs. Carruthers, Pittar, and Dignam, Solicitors, Calcutta, contradicting my remarks about Mr. Browne, Jeweller, and threatening legal proceedings for their publication, I have now to state that, since I wrote my letter of the 20th December, I have had sufficient evidence to convince me that what I then believed to be true, with reference to that gentleman, was radically erroneous. The position among the tradesmen of Calcutta of my informant, his manner of speaking, so positive and assured, and the contemporaneous departure of Mr. Browne from Calcutta, all these led naturally to the belief that the statement then made was correct and substantially true. I communicated it to you, just as I should have done any other piece of information of a character worth noticing, the truth of which I had no reason to doubt. That I could not have acted in this instance from any malicious or vindictive feeling is evident from the fact that I do not know that I have ever seen Mr. Browne, and I certainly have not had any dealings with him, either directly or indirectly, remotely or immediately. On receipt of the letter from Messrs. Carruthers, Pittar, and Dignam my vexation was excessive, less from the annoyance and loss of a prosecution at law, than from the conviction that I, however unintentionally, had been guilty of what I have always held in detestation,—the bearing of false witness against my neighbour. The circumstances of this case made it still more cruel. It is painful enough to fail in business ; it is more so to be obliged to undertake a long voyage in search of health ; but I had unintentionally capped this gentleman's misfortunes by giving currency to a statement which, although believed by me to be true and correct at the time, was really without the slightest foundation. If my annoyance on hearing the truth was excessive, my regret and my desire to do justice and right were strong enough to send me down at once to the office of the abovenamed firm, where I instantly surrendered my name, and where a series of papers was shown me which proved conclusively that I had been grossly deceived. I there saw the documents by which Mr. James Browne assigned his estate to the official trustee of Bengal, and I also saw the signatures of all his creditors, from the Government of India in the person of Sir John Lawrence downwards, granting him his release. I there also became acquainted with the fact that, so far from Mr. Browne having obtained the sale of the Kirwee prize property by backdoor diplomacy, it was most unprincipledly solicited by Colonel Durand, the Foreign Secretary ; and that, so far from having left India to evade his creditors, he had proceeded to Hongkong under the positive orders of Dr.